

**AMENDMENT TO SUPERINTENDENT'S  
EMPLOYMENT CONTRACT (2021-2026)**

**THIS AMENDMENT** is made and entered into this 19<sup>th</sup> day of April, 2023, by and between the BOARD OF EDUCATION OF PLEASANTDALE SCHOOL DISTRICT NO. 107, COOK COUNTY, ILLINOIS (hereinafter the "Board") and DR. DAVID PALZET, an individual (hereinafter the "Superintendent"):

**RECITALS:**

**WHEREAS**, Dr. David Palzet is currently employed by the Board as the Superintendent of Pleasantdale School District No. 107, Cook County, Illinois pursuant to a Superintendent's Employment Contract effective from July 1, 2021 through June 30, 2026 (hereinafter the "Contract"); and

**WHEREAS**, the Board wishes to acknowledge the Superintendent's exemplary performance in the District by adjusting certain provisions within the Contract.

**NOW, THEREFORE**, in consideration of the promises hereinafter set forth and for other good and valuable consideration, including the Superintendent's continued service to the District, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties as follows:

Section 1. The above recitals are incorporated into, and made a contractual part of, this Amendment.

Section 2. Effective May 1, 2023, Paragraph A.4 of the Contract shall be replaced with the following:

**4. Teacher's Retirement System and Health Insurance Security Fund.** In addition to the annual base salary stated in paragraph A.2 and all other compensation within this Contract, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System (TRS) the Superintendent's required contributions to the pension system on all reportable earnings as required by law. The Superintendent shall not have any right or claim to

these amount(s), except as they may become available at the time of retirement or resignation under TRS. Both parties acknowledge that the Superintendent did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge, and experience.

If the current employee contribution rate required by TRS to be remitted decreases or if legislation is implemented that limits the ability of the Board to fulfill its obligations under this section, 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 and/or legislative change.

From in and out of the Superintendent's salary, the Board shall make the Superintendent's member contribution to the Teachers' Health Insurance Security Fund (THIS).

Section 3. Effective May 1, 2023, Paragraph C.2 of the Contract shall be replaced with the following:

**2. Insurance.** The Board will provide the Superintendent with the following 100% Board paid benefits during the term of this contract:

- a. Full-family hospitalization and medical insurance and dental and vision insurance, as may be provided under any PPO group program effective in the District. Each contract year, if the Superintendent opts out of any of the offered Board paid premiums for full-family hospitalization and medical insurance and dental and vision insurance coverage, the Superintendent shall receive a cash payment in an amount equal to the Board's offered insurance premium payments for that year from which the Superintendent has opted out. Such cash payment shall be paid as salary in equal installments in accordance with the policy and/or practice of the Board governing payment of salary to other certificated/licensed members of the professional staff, less such amounts as provided for in this Agreement, and other amounts as may be required by law to be deducted. For the 2022-2023 contract year, the "cash option" set forth above will be available in May and June 2023; and
- b. Term life insurance, in the amount of two (2) times the Superintendent's base salary established in paragraph A.2, subject to the maximum amount and all eligibility conditions established by the group plan insurance carrier. The terms of this contract shall not be considered to be violated if, because of the Superintendent's physical condition, term life insurance coverage cannot be provided; and

- c. Liability indemnification and protection, as provided under the District's liability insurance policies.

If the provision of insurance contemplated by this contract could result in the Board being obligated to pay a penalty, excise tax, or other fee due to changes and/or interpretations of the *Internal Revenue Code* or other laws affecting the provision of insurance benefits, or rules and regulations thereunder, the Board may convert its contribution toward such insurance benefit to another form of compensation or benefit to the extent necessary to avoid the imposition of a penalty, excise tax, or fee. In the event the Board makes such a determination, the Board shall collaborate with TRS so as to avoid the loss of creditable earnings to the extent permitted by law and to the extent a penalty to the Board does not result.

Section 4. Effective May 1, 2023, Paragraph C.4 of the Contract shall be replaced with the following:

**4. Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.2 of this contract, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code* if adopted by the Board, or (2) authorize a salary reduction in order that the Board may purchase an annuity product on behalf of the Superintendent as described in Section 403(b) of the *Internal Revenue Code* and in the District's 403(b) plan, provided that the Superintendent confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations. In addition to all other contributions to retirement plans made under this Contract and the salary stated in paragraph A.1. of this Contract, on behalf of the Superintendent, the Board shall make a non-elective employer contribution by to a 403(b) eligible product in accordance with the Board's 403(b) Plan. For the 2022-2023 contract year, the Board's non-elective contribution shall be in the amount of one thousand thirty-four dollars (\$1,034.00) and made no later than May 15, 2023. In each subsequent contract year, the Board's non-elective contribution shall be Six Thousand Two Hundred Dollars (\$6,200.00) and made no later than July 15<sup>th</sup>. The Superintendent has not had and shall not have the option to receive cash or any other form of compensation or benefit in lieu of this non-elective contribution.

Section 5. Effective May 1, 2023, Paragraph C.5 of the Contract, "**Automobile Allowance.**" shall be deleted.

Section 6. Upon the execution of this Amendment, Paragraph C.6 of the Contract shall be replaced with the following:

**6. Vacation.** The Superintendent shall be entitled to a paid vacation of twenty-five (25) working days annually. Any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Superintendent and the Board President. Vacation must be taken within the twelve-month contract period. Any vacation days not used or exchanged for payment

will be lost and not available for future use or payment. However, each contract year, the Superintendent may exchange a maximum of ten (10) unused vacation days for payment at the Superintendent's current per diem in lieu of using said days. The Superintendent shall also be entitled to all legal school holidays. Winter, spring, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above. As required by law, the Board shall reimburse the Superintendent for any accumulated, unused vacation days that he may have upon departure from the District. This reimbursement shall be made as a post-separation payment (i.e., not as creditable earnings) after the Superintendent has retired or otherwise left the District.

Section 7. The parties, by execution of this Amendment, do hereby expressly agree that this Amendment shall become part of the Contract, and is hereby incorporated into and made a part of the Contract by reference.

Section 8. All other terms and conditions of the Contract, not expressly referenced in this Amendment, shall remain unchanged.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

DR. DAVID PALZET

BOARD OF EDUCATION  
PLEASANTDALE SCHOOL DISTRICT  
NO. 107, COOK COUNTY, ILLINOIS

\_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary