

SUPERINTENDENT'S EMPLOYMENT CONTRACT (2021 – 2026)

AGREEMENT made this 17th day of March, 2021, between the **BOARD OF EDUCATION OF PLEASANTDALE SCHOOL DISTRICT NO. 107, COOK COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **DR. DAVID PALZET**, hereinafter referred to as the "Superintendent," and hereinafter collectively referred to as the "parties," the Board having determined that the Superintendent has met the performance goals appended to his current 2017-2022 Employment Contract as required under Section 10-23.8 of the Illinois *School Code*. This Superintendent's Employment Contract replaces and supersedes the contract of employment currently in effect between the parties as of the commencement date of this Contract on July 1, 2021.

A. EMPLOYMENT AND COMPENSATION

1. **Term of Employment.** The Board hereby employs the Superintendent for a multi-year period of five (5) years beginning July 1, 2021, and ending June 30, 2026. The Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Compensation.** The Board shall pay the Superintendent a base salary for the 2021-2022 contract year of Two Hundred and Ten Thousand Dollars (\$210,000.00) for his administrative services under this contract. The Board shall increase the Superintendent's base salary each subsequent contract year at a minimum of three percent (3%). Salary payments shall be made in accordance with the payroll schedule for other administrative employees in the District. The annual base salary increases for subsequent years of this contract shall be contingent on the Superintendent's compliance and satisfaction of the duties established under paragraph D.1 of this contract and his job description. As used in this contract, the term "contract year" is defined as the period commencing on July 1 of a given calendar year and continuing until June 30 of the following calendar year.

3. **Annual Bonus.** During each contract year, the Superintendent shall have the ability to obtain a monetary bonus of up to a maximum of Ten Thousand Dollars (\$10,000) as determined by his achievement of four (4) goals identified and approved by the Board no later than the August Board meeting of each contract year. Three (3) of the Board's annual identified goals for bonus eligibility will be worth Two Thousand Dollars (\$2,000) each; the fourth annual identified goal will reflect an expectation beyond the Superintendent's general duties and will be worth Four Thousand Dollars (\$4,000). To determine the annual bonus award and monetary amount earned, the Board shall assess by majority vote no later than its June meeting in each contract year whether the Superintendent has fully achieved any or all of the goals. Any bonus amounts awarded to the Superintendent in any contract year shall not be added to his base salary for the purpose of calculating annual compensation increases.

4. **Teacher's Retirement System and Health Insurance Security Fund.** In addition to the annual base salary stated in paragraph A.2 of this contract, the Board shall pay on

behalf of the Superintendent to the State of Illinois Teachers' Retirement System (TRS) and the Teachers' Health Insurance Security Fund (THIS) the Superintendent's required contributions to the pension system on all reportable earnings as required by law, provided that the Board's payment of the Superintendent's TRS contribution shall not exceed twelve percent (12%). 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 THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge, and experience.

5. **Creditable Earnings.** The parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Superintendent pursuant to the terms of this contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **License.** During the term of this contract, the Superintendent shall hold and maintain a valid and properly registered professional educator license and endorsements issued by the Illinois Educator Preparation and Licensure Board qualifying him to act as the Superintendent of the School District.

2. **Employment Representations.** The Superintendent represents that he is not under contract with any other school district for any portion of the term covered by this contract. The Superintendent further represents that all information provided to the District in the process of application for employment was true and complete.

3. **Medical Examination.** The Superintendent shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Superintendent also agrees to comply with all health requirements established by law.

4. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the *School Code*, he waives all rights to tenure in the School District for the term of this multi-year contract.

C. BENEFITS

1. **Professional Membership Dues.** The Board shall pay for all dues and membership fees to the following professional organizations: Illinois Association of School Administrators (IASA), and American Association of School Administrators. Additional memberships may be reimbursed with the prior approval of the Board.

2. **Insurance.** The Board will provide the Superintendent with the following 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;
- 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.

3. **Sick and Personal Leave.** The Superintendent shall be granted paid sick leave, as defined in Section 24-6 of the *School Code*, of twelve (12) working days in each contract year, but not to exceed the normal annual allotment provided to the teachers under their collective bargaining agreement. Unused sick leave may accumulate up to a maximum of 340 days. The Superintendent shall also be afforded three (3) personal leave days in each contract year with full pay, for personal business or illness, to be taken at the discretion of the Superintendent. Personal leave is not cumulative. However, unused personal leave days shall be transferred to cumulative sick leave.

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. The Board shall not be required to pay for any Section 403(b) product for the Superintendent under this provision.

5. **Automobile Allowance.** The Board shall provide the Superintendent with a monthly automobile allowance of \$250.00 to cover his costs in maintaining, insuring and paying the expenses of operation of his personal automobile (fuel, oil, etc.) for use in the performance of his official duties as Superintendent during his employment under this contract.

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 five (5) 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.

7. **Attendance at Professional Meetings/Professional Advancement.** The Superintendent is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Board approval, at the national level. All reasonable expenses incurred shall be paid by the Board.

In the event the Superintendent pursues the National Superintendent Certification Program, the Board will provide to such institution where the program is pursued, as a paid in full benefit, a sum equal to the total cost of tuition and fees currently being charged for such program, as well travel fees/expenses to attend said program with prior approval from the Board President.

8. **Local Civic and Fraternal Organizations.** The Superintendent is encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its prior approval, the Board shall pay the dues incurred through membership in such organizations.

D. DUTIES, RESPONSIBILITIES, AND PERFORMANCE GOALS

1. **Duties.** The Superintendent shall have charge of the administration of the schools under the direction of the Board; he shall be the chief executive officer for the Board; he shall recommend the selection, retention and dismissal of, and direct and assign, teachers and other employees of the School District under his supervision; he shall organize and direct the administrative and supervisory staff; he shall make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; he shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; he shall recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; and, in general, he shall perform all other

duties incident to the office of the Superintendent as the Board has set forth in the official job description for the Superintendent, as it may delegate to him, or as required by law.

2. **Extent of Service.** The Superintendent shall devote his time, attention, and energy to the business of the School District and his responsibilities and related professional activities. With the permission of the Board, the Superintendent may attend seminars or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture; and engage in writing and speaking activities. The Superintendent may not jeopardize the functioning of the District by any lengthy and conspicuous absence for such professional activities.

3. **Student Performance and Academic Improvement Goals and Objectives.** In accordance with the requirements of the *School Code*, the parties agree that performance goals for the Superintendent shall be mutually established with respect to student performance and academic improvement, including the indicators listed beneath the goals that shall be used by the Board to assess the Superintendent's performance. The performance goals and indicators are attached and incorporated as Appendix A to this contract. The Board shall determine the level of attainment of the Superintendent's performance goals using the criteria described in the goals themselves, as well as Board members' own judgment as to whether the Superintendent has exhibited the leadership, guidance and effort needed to achieve the goals. The Board shall make this determination after an evaluation of the Superintendent. The Board shall issue its determination in writing and present it to the Superintendent during his evaluation prior to July 1 of each year of employment under this contract. In each contract year by no later than August 31, the Board may revise and/or add additional goals and indicators to this contract in consultation with the Superintendent.

E. CONTRACT AMENDMENT, EXTENSION, AND NON-RENEWAL

1. **Amendment.** Any other adjustments or modifications made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustments or modifications shall not be construed as a new contract with the Superintendent or as an extension of the termination date of this contract.

2. **Extension.** Upon completion of the Superintendent's evaluation in the third year of this contract (i.e., 2023-2024), the Board and Superintendent may mutually consider extending the employment of the Superintendent for a multi-year period, provided that the performance goals and indicators set forth in paragraph D.3 of this contract have been met. In such event, the Board shall take specific action to discontinue this contract and enter into a new multi-year contract of employment.

3. **Non-Renewal.** Notice of intent not to renew this contract shall be given to the Superintendent by the Board by March 1 of the year in which the contract expires. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal shall extend this contract for one (1) additional year. The Superintendent shall notify the President and Secretary of the Board by February 1 of the year in which the contract

expires that failure of the Board to give the Superintendent said notice of intent not to renew shall extend this contract for one (1) additional year. The failure of the Superintendent to give the required reminder notice to the Board shall waive the obligation of the Board hereunder to give its notice of intent by March 1. Within ten (10) days after receipt of the notice of intent not to renew this contract, the Superintendent may request a closed session hearing on the dismissal.

F. TERMINATION

1. **Grounds for Termination.** This employment contract may be terminated during its term by:

- a. Mutual agreement
- b. Permanent disability (inability to perform essential job functions with or without accommodation);
- c. Discharge for cause; or
- d. Death of the Superintendent.

2. **Cause.** Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and a hearing in executive session before the Board to review such causes. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs therein involved.

3. **Effects of Termination.** Upon termination of this contract, no further compensation or benefits afforded under these contractual provisions shall be paid to the Superintendent or any third party on his behalf, unless otherwise provided by law and/or an agreement of the parties. This provision does not restrict the right of beneficiaries of the Superintendent to receive compensation or benefits for which they may be eligible under any District insurance policy or plan provided under the terms of this contract.

4. **Unilateral Termination by Superintendent.** In the event the Superintendent determines to unilaterally and voluntarily terminate this contract with an effective date prior to June 30, 2026 (i.e., not by mutual agreement as contemplated in paragraph F.1.a above or permanent disability as contemplated in paragraph F.1.b), the Superintendent shall provide the Board with a minimum of ninety (90) days' notice of his intent. If the Superintendent fails to submit a timely notice, it would cause the Board inconvenience, expense, and damages that are of a nature difficult for the parties to quantify. The Board and the Superintendent, therefore, agree that the Superintendent shall pay to the Board, as liquidated damages and not as a penalty, an amount equal to five percent (5%) of the salary stated in paragraph A.2 of this contract if he fails to provide the timely notice required under this provision. This amount shall be deducted from the remaining salary owed to the Superintendent or, if any amount of the damages remain owing, shall be paid by him to the Board within sixty (60) days of the effective date of the Superintendent's resignation.

G. EVALUATION

The Board and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. By July 1 of each year of the contract, the Superintendent's performance shall be appraised by the Board and a written evaluation of that performance given to the Superintendent, except that in the last year of this contract, the Superintendent shall also be evaluated in February. As required under the *School Code*, the Board shall also evaluate the Superintendent in his administration of Board policies and his stewardship of the assets of the District. The Superintendent's progress toward and attainment of the performance goals set forth in paragraph D.3 of this contract shall also be assessed. After the evaluation, the parties shall schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of the Superintendent.

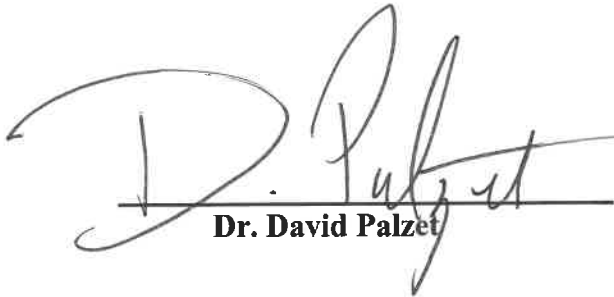
H. MISCELLANEOUS

1. Any notice required to be given under this contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Superintendent or the President of the Board.
2. This contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this contract, the text shall control.
4. This contract 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.
5. This contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
6. This contract shall operate to the benefit of and be binding upon the Board and its successors and assigns.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th day of March, 2021, upon formal approval by the Board at a duly convened meeting held this same date.

SUPERINTENDENT



Dr. David Palzet

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

By: _____
President

ATTEST:

_____
Secretary

APPENDIX A

SUPERINTENDENT'S PERFORMANCE GOALS AND INDICATORS (2021-2026)

BUILDING LEARNING CAPACITY

Goal: Develop opportunities for Pleasantdale leaders and learners to cultivate advancement of global competency and cultural awareness through innovative learnings experiences.

Indicators:

- The Superintendent will report annually to the Board on his progress in building learning capacity in the District.
- The Superintendent will report annually to the Board on actions taken and activities held to support the Board-approved action steps for building learning capacity.

BUILDING LEARNING ENVIRONMENTS

Goal: Develop flexible learning environments in the District's schools that promote purposeful collaboration and a balanced educational approach to create inspired 21st century learners.

Indicators:

- The Superintendent will report annually to the Board on his progress in developing flexible learning environments in the schools.
- The Superintendent will report annually to the Board on actions taken to support the Board-approved action steps for building flexible learning environments.

BUILDING HUMAN CAPITAL

Goal: Ensure that the District is recruiting, hiring, and retaining high-level professionals who engage in collaborative professional development and are committed to learning and implementing innovative strategies focused on improved student learning.

Indicators:

- The Superintendent will report annually to the Board on his progress in building human capital in the District.
- The Superintendent will report annually to the Board on actions taken to support the Board-approved action steps for building human capital.

BUILDING ACADEMIC ACHIEVEMENT

Goal: Ensure that the District's curriculum and instruction support the academic growth of students as compared to student achievement in other high-performing schools.

Indicators:

- The Superintendent will report annually to the Board on the academic achievement of Pleasantdale students as measured against other high-performing school districts.