

**DIRECTOR OF BUILDINGS AND GROUNDS
EMPLOYMENT CONTRACT
(2025 - 2028)**

THIS AGREEMENT is made on May 1, 2025, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the “Board”), and **James Caldwell** (the “Administrator”) (collectively, the “parties”).

A. EMPLOYMENT AND COMPENSATION

- 1. Salary and Term of Employment.** The Board employs the Administrator for three years, from July 1, 2025, through and including June 30, 2028, as further defined below. The Administrator shall be paid compensation payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:

- For July 1, 2025, through June 30, 2026, an annual salary of \$143,850.00;
- For July 1, 2026, through June 30, 2027, an annual salary of \$151,042.50; and
- For July 1, 2027, through June 30, 2028, an annual salary of \$158,594.63;

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that he will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

- 2. Illinois Municipal Retirement Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Illinois Municipal Retirement Fund (hereafter “IMRF”) the Administrator’s required member contributions to such pension system. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from IMRF. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to IMRF, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator’s future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to IMRF by the Board on his behalf had the Administrator’s required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to

the pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **IMRF Status.** The parties agree that the Board makes no representations regarding the IMRF member wage status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding wage status, years of service, and related IMRF issues shall be made by IMRF and, where applicable, a court of competent jurisdiction.

It is the intent of the parties that the Administrator's compensation shall be such that the District will not incur any additional costs, surcharges, penalties or triggering an "Accelerated Payment" for the District (as such term is defined by the IMRF). Consequently, the Administrator's total earnings for IMRF purposes in each Contract Year shall not increase by more than allowed. Any increase in the Administrator's earnings reportable to IMRF in any Contract Year during the term of this Contract shall be limited to the maximum increase allowed by law for the calculation of a IMRF retirement annuity benefit without penalty or Accelerated Payment, and the Administrator's salary or other compensation in such Contract Year(s), as otherwise specified in Section A.1 above or otherwise below, shall be increased or decreased so as not to exceed said limit. Any portion of compensation not paid during a Contract Year due to this limitation and still remaining after the effective date of resignation will be paid to the Administrator as a lump sum in the month after the month following the resignation date.

B. CONDITIONS OF EMPLOYMENT

1. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator 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 Administrator also agrees to comply with all health requirements established by law.
2. **Cell Phone.** The Administrator is required to purchase and maintain a cell phone at his own expense and provide the cell phone number to District administrators and Board members for daily communication.
3. **Employment Representations.** The Administrator represents that he is not under contract with any other employer, including but not limited to school districts or municipalities, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

- 1. Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of his duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- 2. Insurance.** The Board will provide the Administrator with the following insurance benefits:
 - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
 - b. Long-term disability insurance, as provided under any group program effective in the District.
 - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
 - d. Group term life and AD&D insurance, in the amount of \$50,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- 3. Vacation.** In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, up to five (5) unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the

Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 *et seq.*). Such payment shall be paid to the Administrator as a lump sum in the month after the month following the Administrator's date of retirement. In no event shall unused vacation days accumulate as sick leave in the Contract Year in which the Parties separate employment.

To the extent that the Cook County Paid Leave Ordinance (Ordinance Amendment 24-0583, Chapter 42, Human Relations, Article II, In General, Division 1, Paid Leave, Section 42-1 through 42-10 of the Cook County Code, effective December 31, 2023, as amended, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of vacation days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

4. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 support staff, which may be accumulated without limit.
5. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 support staff.
6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
7. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels, subject to prior Superintendent approval. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
8. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if

adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

9. **Retirement Stipend.** In recognition of the Administrator's extensive years of service to District 74 upon his retirement through IMRF on or after June 30, 2028, as indicated in Section F.1 below, the Board shall pay the Administrator a retirement stipend in the amount of \$6,450. The amount of \$1,000 shall be paid in each Contract Year of this Contract. The remaining \$3,450 will be paid to the Administrator as a lump sum in the month after the month following the Administrator's date of retirement.
10. **Post-Retirement Payment for Unused Sick Leave.** In recognition of the Administrator's extensive years of service to District 74 upon his retirement through IMRF on or after June 30, 2028, as indicated in Section F.1 below, the Board shall pay the Administrator a post-retirement payment for unused days of sick leave in excess of 240 (For every 20 days up to 240 days of unused uncompensated sick leave, a qualified employee receives one month of service credit in the calculation of their IMRF benefits). The stipend shall be calculated as one third (1/3) of the Administrator's per diem wage rate for his final year of service paid for all accumulated unused days of sick leave in excess of 240, and will be paid to the Administrator as a lump sum in the month after the month following the Administrator's date of retirement.

D. POWERS AND DUTIES

1. **Duties.** The duties of the Administrator shall be those incidental to the office of a Director of Buildings and Grounds. As such, he shall supervise the operation of the entire Buildings and Grounds department, plus any related contractual services, as the Board and Superintendent shall determine necessary. The Administrator shall also be expected to establish clear lines of communication regarding goals, accomplishments, practices, and policies with administrators, staff, and contractors. The Administrator shall also assume administrative responsibilities and departmental leadership, under the supervision and direction of the Superintendent, Business Manager/CSBO, and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, for the planning, operation, and evaluation of the program and the staff in the entire Buildings and Grounds department, plus any related contractual services. The Administrator shall submit recommendations to the Superintendent or Business Manager/CSBO, as requested, concerning the appointment, retention, promotion, and assignment of all personnel assigned to the entire Buildings and Grounds department, plus any related contractual services, and shall keep such other registers, records, and reports as may be directed by the Superintendent, Business

Manager/CSBO, and the Board or required by law. The Administrator shall also be responsible for all obligations contained in the official job description for a Director of Buildings and Grounds.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and Business Manager/CSBO and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. **Extent of Service.** The Administrator shall devote his time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Director of Buildings and Grounds, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, 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; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. **Performance Goals.** Annually the Administrator, in consultation with the Superintendent and Business Manager/CSBO, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, Business Manager/CSBO, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.
2. **Evaluation.** The Superintendent or designee shall evaluate the Administrator's performance, including but not limited to performance on the goals and indicators listed above, at least annually. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

1. **Retirement and Intent Not to Renew Contract.** In entering into this multi-year contract of employment, the Administrator hereby reports his decision to retire from the profession on or after June 30, 2028, and the Board of Education accepts his retirement as of that date. The Board hereby provides notice of intent not to renew this Contract beyond June 30, 2028. The parties agree that this Contract shall expire on that date without further notice or action required.
2. **Amendment.** Any adjustment or modification 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 adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
3. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

1. **Grounds for Termination.** This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any related costs. The Board hearing shall be conducted in executive session.);
 - c. Via discharge for cause;
 - d. Upon elimination of the Administrator's position; or
 - e. Upon the death of the Administrator.

2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
5. **Complete Understanding.** 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. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT
NO. 74, COOK COUNTY, ILLINOIS**

JAMES CALDWELL

By: _____
Board President

Date: _____

Date: _____

ATTEST

By: _____
Board Secretary

Date: _____

EXHIBIT A

JOB DESCRIPTION – DIRECTOR OF BUILDINGS AND GROUNDS

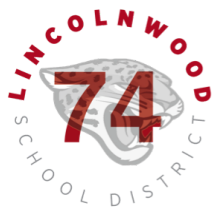


EXHIBIT A

Director of Buildings and Grounds

Job Category: Non-Certified

Status: Exempt

Location: Administration

Reports to: Business Manager

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Five years of supervisory and facility operation and maintenance experience.
- Ability to communicate effectively with the public, staff and vendors, both orally and in writing, and work well with others.
- Thorough working knowledge of HVAC, electricity, plumbing systems, security, roofing, and construction (including experience in reading blueprints).
- Computer literate with experience in computerized energy management systems, spreadsheets, word processing, database, and facility management software.
- Familiar with the Illinois Health Life/Safety Code.
- Experienced in developing and administering a comprehensive preventative maintenance program that includes familiarity with the Illinois Health Life/Safety Code.
- Able to manage teams including scheduling and development of work flows.

Job Goal

To maintain the School District's physical plant in a condition of operating excellence so that full educational use of it may be made at all times; to maintain the grounds of all district schools in a condition of safety, neatness, and aesthetic attractiveness, so that each student may be provided with an outdoor environment both pleasing to look at and good to play in; and to provide students with an attractive, safe, and natural environment in which to learn.

Performance Responsibilities

1. Implements changes and upgrades and makes recommendations (as a result of regular building inspections) that will positively impact the schools, for short and long-term preventative maintenance programs and provides written reports to the Business Manager.
2. Coordinates and directs the comprehensive overall planning and scheduling of cleaning, maintenance, and repair requirements for all district buildings and grounds, including roof management and inspection.
3. Develops a system for dealing with emergency repairs in all buildings.
4. Confers with school principals, landscape architects and other parties in making plans for landscaping, planning and maintenance of school grounds.

5. Keeps informed of the latest trends, developments, and products in the areas of maintenance, repair, and upkeep, and encourages innovation and experimentation as appropriate and shares this information with custodians.
6. Assists the Business Manager in developing a three to five year facility operations and maintenance plan for all buildings working in conjunction with building principals and in development and monitoring of Operation and Maintenance Budget.
7. Supervises and advises purchasing and bid specifications for all required staff and services. Inspects work and verifies that terms and conditions of contract have been fulfilled before authorizing payment.
8. Makes recommendations for the optimal timing of replacements for vehicles and equipment assigned to the district's buildings, including all necessary equipment to perform grounds and maintenance work.
9. Maintains communications and relationships with all local fire and police departments.
10. Represents the Business Manager in day--to--day contacts with contractors and architects, in connection with school construction programs and inspections and keeps office informed of the progress and quality of work being performed on all construction projects.
11. Develops and maintains an inspection program to monitor the quality of custodial cleaning in all buildings.
12. Recruits, screens, interviews, trains, evaluates, and recommends all employees necessary to the maintenance, grounds and custodial program and recommends the number of engineers needed to properly care for all buildings. Maintains proper employee records.
13. Recruits, recommends, and schedules custodial personnel projects for all summer cleaning and substitutes for absent custodians.
14. Coordinates and supervises after hour or weekend maintenance work by contractors.
15. Organizes and implements an orientation and ongoing training program on proper operation and maintenance of school facilities for custodial, maintenance and grounds personnel. Include training associated with Blood Borne Pathogen, OSHA, and other training as deemed necessary.
16. Provides and updates Material Safety Data Sheets for all cleaning materials and chemicals in each building, and provides technical training and interpretation to all custodial, maintenance and grounds personnel.
17. Orders, receives, stores, inventories, and issues all maintenance and grounds material, supplies, and equipment as needed by buildings. Provide for adequate quantities on hand and their safe storage.
18. Updates and maintain district wide security systems and fire alarm systems in all buildings and responds to emergency calls 24/7.
19. Coordinates required yearly inspections of school buildings with local fire departments and maintain all buildings with Fire and Life Safety Codes and is back--up for emergency drills.
20. Develops and maintains an indoor air quality program, energy management and pest control plan.
21. Maintains manuals and records related to all building and maintenance equipment, regulations, and inspections.
22. Directs the preparation of playing fields, grounds, and other necessary facilities for athletics and other school activities, and coordinates with district athletic director, principals, and community organizations using district facilities.

23. Supervises and schedules snow removal and makes recommendations to the Business Manager for related contractual services.
24. Oversees traffic control.
25. Attends administrative, Facilities Committee and other related meetings and make reports as necessary.
26. Any and all additional duties that may be assigned by the Superintendent or Business Manager.
27. Supervises other building engineers and maintenance staff.

Other essential duties and responsibilities may be assigned

Physical, Sensory and Environmental Demands

The physical demands and work environment described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of the job, the employee frequently is required to sit; use hands to manipulate, handle, or feel; and talk or hear; frequently is required to reach with hands and arms; frequently is required to stand and walk; frequently must lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds; bend, squat, kneel; twist, turn, balance; climb/crawl; reach above shoulder/reach outward; occasionally may be required to drive.

In the work environment, the employee regularly works in interior and exterior environmental conditions. The employee is regularly exposed to outdoor weather conditions. The noise level in the work environment is moderate. The employee occasionally works in evenings or on weekends. The work environment may include exposure to heat and cold; unscheduled interruptions; frequent movement from one work location to another; and public contact requiring appropriate demeanor.

Evaluation

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

Terms of Employment

Twelve--month position. Salary and work year to be established by the Board of Education.

September 2019

February 2023