

DIRECTOR OF BUILDINGS AND GROUNDS CONTRACT
Fiscal Year 2021-2023

This Contract made and entered into this 12th day of October, 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board" or "the District") and **Kent Metzger** (hereinafter "the Director of Buildings and Grounds"), and ratified at the meeting of the Board held on October 12, 2021, as found in the minutes of that meeting.

IT IS AGREED:

1. **Employment.** The Director of Buildings and Grounds is hereby hired and retained from November 22, 2021, to June 30, 2023, as Director of Buildings and Grounds for the District.

2. **Duties.** The duties and responsibilities of the Director of Buildings and Grounds shall be all those duties incident to the office of the Director of Buildings and Grounds as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the law of the State of Illinois upon a Director of Buildings and Grounds; and to perform such other duties normally performed by a Director of Buildings and Grounds as from time to time may be assigned to the Director of Buildings and Grounds by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Director of Buildings and Grounds shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

3. **Salary.** The Board shall set the salary for the Director of Buildings and Grounds. For the 2021-2022 fiscal year the amount of the Director of Buildings and Grounds's salary shall be set by the Board but shall not be less than **One Hundred Twenty-Six Thousand Seven Hundred Eighty-Nine Dollars and no/100 (\$126,789.00)** per annum and his prorated salary for the period November 22, 2021 to June 30, 2022 shall be **Seventy-Seven Thousand Two Hundred Thirty-Nine Dollars 28/100 (\$77,239.28)** and for each subsequent year of the Contract an amount to be determined before the beginning of each subsequent Contract year, but in no case shall the salary be less than the amount for the previous Contract year (per annum salary). The Director of Buildings and Grounds hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Director of Buildings and Grounds for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Director of Buildings and Grounds, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board motion.

4. **Pension.** In addition to the pro-rated salary of the Director as set forth hereinabove in paragraph 3, the Board shall pay 4.71204% of the salary set forth in paragraph 3 (or 4.5% deducted from the resulting gross. The resulting gross shall be computed by adding the

salary in paragraph 3 to 4.71204% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this contract, shall be creditable earnings for purposes of the Illinois Municipal Retirement Fund pension calculations and Director did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Illinois Municipal Retirement Fund.

5. **Evaluation.** Annually, but no later than March 1st of each year, the Superintendent or designee shall review with the Director of Buildings and Grounds progress toward established goals and working relationships among the Superintendent, the District leadership team, principals, the faculty, the staff and the community, and shall consider the Director of Buildings and Grounds's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Director of Buildings and Grounds in writing within 30 days following the evaluation, pursuant to the district's evaluation plan for administrators.

6. **License.** The Director of Buildings and Grounds shall furnish to the Board, during the term of this Contract, a valid and appropriate license to act as Director of Buildings and Grounds in accordance with the laws of the State of Illinois and as directed by the Superintendent and Board.

7. **Other Work.** The Director of Buildings and Grounds may undertake consultative work, speaking engagements, writing, lecturing, college or university, and other professional duties and obligations provided that these activities do not interfere with the effective performance of his duties as Director of Buildings and Grounds. The Director shall have the responsibility to discuss with the Superintendent or Assistant Superintendent and mutually agree to such outside activity in a timely fashion.

8. **Discharge for Good Cause.** Throughout the term of this Contract, the Director of Buildings and Grounds shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Director of Buildings and Grounds shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Director of Buildings and Grounds chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Director. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge, as provided in this Contract.

9. **Termination by Contract.** During the term of this Contract, the Board and Director of Buildings and Grounds may mutually agree, in writing, to terminate this Contract.

10. **Referrals to Director of Buildings and Grounds.** The Board, collectively and individually, and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Director of Buildings and Grounds for study and recommendation.

11. **Professional Activities.** The Director of Buildings and Grounds shall be encouraged to attend appropriate professional meetings at the local, state, and national levels.

Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.

12. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Director of Buildings and Grounds for vouchered reimbursable mileage expenses incurred by the Director of Buildings and Grounds while using the Director of Buildings and Grounds's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.

13. Membership Dues. The Board shall pay the cost of Director of Buildings and Grounds's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

14. Medical Insurance. Director of Buildings and Grounds shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

15. Life Insurance. Director of Buildings and Grounds shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

16. Vacation. Director of Buildings and Grounds shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

17. Sick Leave and Personal Leave. Director of Buildings and Grounds shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

18. Disability. Should the Director of Buildings and Grounds be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Director's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Director of Buildings and Grounds's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Director of Buildings and Grounds shall provide medical evidence of his ability to perform the essential functions of his job to the Board President upon request.

19. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent

investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.

20. Notice. Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:

President, Board of Education
Decatur School District No. 61
Keil Administrative Center
101 W. Cerro Gordo Street
Decatur, Illinois 62523

To the Director:

Kent Metzger
(address on file)

21. Headings. Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

22. Contract Extension. At the end of any year of this Contract, the Board and Director of Buildings and Grounds may mutually agree to extend the employment of the Director of Buildings and Grounds for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Director of Buildings and Grounds in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

23. Copies of Contract. 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.

24. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

25. Jurisdiction. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

26. 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, whether oral or written.

27. Relevant Law. This Contract is authorized under the provisions of Illinois law.

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


Director

Board of Education
Decatur Public School District No.61

By: 
President

ATTEST:


Secretary