

Special Education Teacher (LBS1) Scholarship and Employment Agreement

THIS AGREEMENT executed this 11 day of January 2023 by and between the Governing Board of the Henry-Stark Counties Special Education District No. 801, 1318 West 6th Street, Kewanee, Illinois, 61443 (hereinafter referred to as the "**Governing Board**" or "**District**") and Nevyah Lewis, (hereinafter referred to as "**Scholar**"), and both are referred to collectively herein as (the "**Parties**").

WHEREAS, the member districts that have previously agreed to provide special education and related services cooperatively comprise the Henry-Stark Counties Special Education District No. 801; said member districts are as follows:

Annawan CUSD #226
501 W. South Street
Annawan, IL 61234
309/935-6781

Galva CUSD #224
224 Morgan Road
Galva, IL 61434
309/932-2108

Stark County CUSD #100
300 Van Buren
Wyoming, IL 61491
309/695-6123

Bradford CUSD #1
115 High Street
Bradford, IL 61421
309/897-2801

Geneseo CUSD #228
648 N Chicago Street
Geneseo, IL 61254
309/945-0450

Wethersfield CUSD #230
439 Willard Street
Kewanee, IL 61443
309/853-4860

Cambridge CUSD #227
300 S. West Street
Cambridge, IL 61238
309/937-2144

Kewanee CUSD #229
1001 N Main Street
Kewanee, IL 61443
309/853-3341

WHEREAS, the member districts are mandated, by State and federal laws to provide special education and related services for students found eligible for and in need of such services;

WHEREAS, the member districts are in need of certified and competent special education teachers (LBS1) to serve the needs of their student populations;

WHEREAS, the Governing Board desires to create a combined scholarship and employment program to pay the tuition/fees costs for qualified individuals to enroll in a program for special education teachers (LBS1) and to provide employment for the individual upon program completion and state certification;

WHEREAS, the Scholar desires to enter into and complete a special education program leading to certification with the Illinois State Board of Education as a special education teacher (LBS1); and

WHEREAS, the Scholar desires to enter into an employment situation with the District as a state-certified special education teacher (LBS1) upon completing the approved program.

NOW, IN CONSIDERATION of the mutual promises and covenants contained herein, the Parties hereby agree to the following terms and conditions:

1. **Recitals:**

The recitals above are integral parts of this Contract and are hereby incorporated as if fully set forth herein.

2. **Scholarship Program:**

a. **Tuition/Fees:**

The Governing Board agrees to pay the entire tuition/fees for a degree program in special education provided by any State certified college or university on the District's approved list. The Governing Board will provide the tuition/fees payment directly to the institution on behalf of the Scholar upon submission of a bill or invoice to the District Business Office no less than ten (10) business days before the tuition/fee's due date. Scholar may face non-payment of that tuition/fees if he/she fails to submit the bill or invoice on time.

b. **Choice of Schools:**

The District Business Office will maintain a list of the colleges and universities that provide a degree in special education to which the Scholar may choose to apply and receive fully paid tuition/fees from the District.

c. **Number of Scholarships:**

On an annual basis, the District will determine its needs for further special education teachers (LBS1) and then establish the number of scholarships it will make available for the next school year. The District is not obligated to provide any specific number of scholarships, and the Governing Board will decide the number it will provide on or before April 1st of each year.

d. **Successful Matriculation:**

During the term of this Agreement, Scholar shall maintain a satisfactory grade point average sufficient to meet the program requirements and remain an active student at the college or university. Scholar must provide a copy of his or her grade reports to the Business Office for each semester enrolled in the program. If Scholar fails to meet the program requirements (grade point average or otherwise), the District will place him or her on probation for the next semester and will expect Scholar to remediate the unsatisfactory requirements during the probation semester.

e. **Discontinuing the Program:**

If, at any time during the term of this Agreement, the Governing Board determines, for whatever reason, that the District no longer needs additional special education teachers (LBS1), it may discontinue the program and cease to make any tuition/fees payments for the Scholar. The District will provide as much notice as possible to the Scholar in the event it must discontinue the program. If the Governing Board discontinues the program, it will release the Scholar from any further obligations to the District related to the program, including the repayment provisions set forth in Paragraph 5 herein.

f. **Full Certification:**

The Governing Board can only hire individuals who are fully certified with the State of Illinois to be special education teachers (LBS1) to serve students. Accordingly, the District's employment offer to Scholar is contingent to obtaining full state certification. If Scholar is unable to obtain certification, the District will rescind its employment offers and institute the repayment provisions set forth in Paragraph 5 herein.

3. **Employment**

a. **Scholar's Commitment:**

1. By accepting the tuition/fees payments contained in Paragraph 2(a) above, Scholar intends to accept employment with the District for a minimum of four (4) school years from his or her graduation from the program.
2. If Scholar should choose not to accept employment from the District for any of those four (4) years, except when Subparagraph (b) below is applicable, the District will institute the repayment provisions set forth in Paragraph 5 herein.

b. **No Guarantee:**

The District will endeavor to have a position for each participant of this program; however, it cannot guarantee the Scholar's employment as a special education teacher (LBS1) upon graduation. If the Governing Board is unable to provide a position as a special education teacher (LBS1) within one (1) school year of Scholar's graduation, it will release Scholar from any obligations to the District related to the program, including the repayment provisions set forth in Paragraph 5 herein.

c. **Continued Contractual Service/Seniority:**

1. Scholar will retain all rights and entitlements to contractual continued service (Tenure), if granted by the District prior to the time he or she applies to the program, or during the term of this Agreement.
2. Scholar cannot transfer tenure granted by another school district to Henry-Stark Counties Special Education District No. 801. The District will grant all newly hired special education teachers (LBS1) tenure in accordance with Section 5/24-11 of the *Illinois School Code*, and as it may be amended from time to time.
3. All newly hired special education teachers (LBS1) will start at "Year 1" on the District's seniority list and seniority credit will be calculated based on the District's Collective Bargaining Agreement.

d. **Collective Bargaining Agreement:**

Upon employment, Scholar will fall under the jurisdiction of the current applicable collective bargaining agreement.

e. **Position:**

Upon successful completion of the special education teachers' (LBS1) program, the District shall offer to the Scholar a full-time employment position within the District. The

Scholar does not have any right to choose or demand to have any certain position or to work within any certain member district. The placement decisions are at the District's sole discretion. The District may work with the Scholar to accommodate requests for certain positions, but it is not required to do so. All employment decisions will be based upon the best interests of the District.

f. **Evaluation:**

Scholar will enter employment as a probationary employee and will undergo performance evaluations on the probationary employee schedule, using the evaluation instrument intended for special education teachers (LBS1).

4. **Termination**

a. **Poor Academic Performance:**

If Scholar is placed on probation, as set forth in Paragraph 2(d) above, and is unable to remediate the unsatisfactory issues, the District will drop him or her from the program and institute the repayment provisions set forth in Paragraph 5 herein.

b. **Scholar Quits Program:**

If Scholar quits the program for whatever reason, the District will institute the repayment provisions set forth in Paragraph 5 herein. If the Scholar can demonstrate that the reason for quitting the program is undue hardship, the Governing Board maintains the right to waive the repayment in such circumstances.

d. **Other Employment:**

If the Scholar obtains employment with another employer during the term of this Agreement, the District shall declare the Scholar's action a breach of this Agreement and will institute the repayment provisions set forth in Paragraph 5 herein.

e. **Mutual Consent:**

The District and Scholar may come to a mutual decision, for whatever reason, that Scholar should not continue the program. The District will institute the repayment provisions set forth in Paragraph 5 herein; however, the Governing Board maintains the right to waive the repayments.

f. **Terminated by District:**

1. **Non-renewal:** If the District determines that it will not recommend Scholar for employment for the next school year and the Governing Board will not renew his or her contract, it will institute the repayment provisions set forth in Paragraph 5 herein.

2. **Reduction in Force:** If the District determines that it must institute a reduction in force which results in Scholar's honorable dismissal, the Governing Board will waive the repayment provisions set forth in Paragraph 5 herein,

3. Dismissal: If the District dismisses Scholar from his or her position for any reason not otherwise listed above, it will institute the repayment provisions set forth in Paragraph 5 herein.

5. **Repayment:**

- a. If the District determines that Scholar has violated any of the conditions set forth in this Agreement, Scholar shall repay the total amount of the tuition/fees costs the District paid on his or her behalf, in addition to a simple interest charge calculated at the most current Prime Rate on the total amount owed. The total interest charged will be added to the total amount of the tuition/fees and the Scholar will repay the District the amount owed over a three (3) year period (36 payments) beginning at the time the District determines there is a violation and notifies Scholar of the violation.
- b. The Scholar shall make monthly payments as arranged by the District Business Office. The Scholar may pay the entire amount owed at anytime without penalty.

6. **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 registered or certified mail, addressed:

If to the Board, to:

President, Governing Board
Henry-Stark Counties Special Education District #801
1318 West 6th Street, Kewanee, Illinois, 61443

If to Scholar, to:

Name: Nervah Lewis
Address: 217 Edwards St
City: Kewanee, Illinois Zip: 61443

7. **Governing Law:**

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

8. **Multiple Parts:**

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.


9. **Complete Agreement:**

This Agreement contains all of the terms agreed upon by the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names and in the case of the Governing Board, by its President, on the day and year first written above.

Governing Board of Henry-Stark
Counties Special Education
District No. 801

By: _____
President, Governing Board



Scholar

Attest:

Secretary, Governing Board