

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made effective as of 2025-2026 school year, by and between for Henry-Stark Special Education and Nancy Frantz ("Consultant"), of 12921 N. Bland Road, Dunlap, Illinois, 61525.

- A. For Henry-Stark Special Education is engaged in providing vision services to visually handicapped students.
- B. Henry-Stark Counties Special Education for Special Education desires to have the services of the Consultant.
- C. Consultant is willing to be employed by Henry-Stark Counties Special Education for Special Education services.

Therefore, the parties agree as follows:

- 1. EMPLOYMENT.** Henry-Stark Counties Special Education for Special Education shall employ Consultant as a Visually Impaired Consultant. Consultant shall provide to Henry-Stark Counties Special Education for Special Education the following services: 1. Direct services 2. Materials Preparation 3. Teacher consultation. Consultant accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction Henry-Stark Counties Special Education. supervisory personnel.
- 2. BEST EFFORTS OF PROVIDER.** Consultant agrees to perform faithfully, industriously, and to the best of Consultant's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of Henry-Stark Counties Special Education. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Henry-Stark Counties Special Education for Special Education may require from time to time.
- 3. COMPENSATION OF PROVIDER.** As compensation for the services provided by Consultant under this Agreement, Henry-Stark Counties Special Education for Special Education will pay Consultant \$73.00 per hour, with compensation for time of travel per week. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Consultant shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Consultant has not yet been paid, and for any commission earned in accordance with Henry-Stark Counties Special Education for Special Education's customary procedures, if applicable. This section of the Agreement is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.
- 4. RECOMMENDATIONS FOR IMPROVING OPERATIONS.** Consultant shall provide Henry-Stark Counties Special Education for Special Education with all information, suggestions, and recommendations.
- 5. CONFIDENTIALITY.** Consultant recognizes that Henry-Stark Counties Special Education for Special Education has and will have information regarding the following:
 - Student information in accordance with state policies and other vital information items (collectively, "Information") which are valuable, special and unique assets of Henry-Stark Counties Special Education for Special Education services. Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any information to any third party without the prior written consent of Henry-Stark Counties Special Education for Special Education services. The

consultant will protect the Information and treat it as strictly confidential.

6. PROVIDER'S INABILITY TO CONTRACT FOR COOPERATIVE. Consultant shall not have the right to make any contracts or commitments for or on behalf of Henry-Stark Counties Special Education for Special Education without first obtaining the express written consent of Henry-Stark Counties Special Education.

7. BENEFITS. Consultant shall not be entitled to employment benefits, as provided by Henry-Stark Special Education for Special Education's policies in effect from time to time.

8. TERM/TERMINATION. This Agreement may be terminated by Henry-Stark Counties Special Education for Special Education upon 14 days written notice and by Consultant upon 14 days written notice. If Consultant is in violation of this Agreement, Henry-Stark Counties Special Education for Special Education may terminate employment without notice and with compensation to Consultant only to the date of such termination. The compensation paid under this Agreement shall be Consultant's exclusive remedy; compensation paid under this agreement shall be consultant's exclusive remedy in the event of the districts breach of this agreement. This agreement shall constitute the provision of 30 days written notice to the consultant of her honorable dismissal from employment with the district at the conclusion of the agreement term.

If the given student should move and be relocated to another district, the contract will be terminated upon the exit of the student.

10. TERMINATION FOR DISABILITY. Henry-Stark Counties Special Education for Special Education shall have the option to terminate this Agreement, if the Consultant becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Henry-Stark Counties Special Education for Special Education shall exercise this option by giving 5 days written notice to Consultant.

11. COMPLIANCE WITH DISTRICT'S RULES. Consultant agrees to comply with all of the rules and regulations of Henry-Stark Counties Special Education for Special Education.

12. RETURN OF PROPERTY. Upon termination of this Agreement, Consultant shall deliver to Henry-Stark Counties Special Education for Special Education all property which is Henry-Stark Counties Special Education for Special Education's property or related to Henry-Stark Counties Special Education for Special Education's business (including keys, records, notes, data, memoranda, models, and equipment) that is in Consultant's possession or under Consultant's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by Consultant.

13. PROTECTION. The district will be protected by the insurance of Henry-Stark Counties Special Education for Special Education in case of lawsuits that may occur.

Provider:
Henry-Stark Counties for Special Education

Nancy Frantz
12921 N. Bland Rd
Dunlap, Illinois 61525

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

16. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

17. SEVERABILITY. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Illinois.

DISTRICT:
Henry-Stark Counties for Special Education

By: _____
Coordinator

Date: _____

AGREED TO AND ACCEPTED.

PROVIDER:

Nancy Frantz

Date: _____