

**HENRY-STARK COUNTIES SPECIAL EDUCATION DISTRICT #801
DIRECTOR'S EXTENSION OF CONTRACT OF EMPLOYMENT**

This Extension of Contract of Employment ("Contract Extension") is made by and between T. Gregory Wertheim, (hereinafter "Director") and the Governing Board ("Governing Board") of Henry-Stark Special Education District ("Henry-Stark").

RECITALS

Director has served as the Director of Special Education at Henry-Stark since July 1, 2007. Director and Governing Board have entered into a contract for Director's employment that runs through June 30, 2023.

The Governing Board has determined that the Director has met all of his goals; is pleased with Director's services, and wishes to secure those services until at least June 30, 2023 by extending the Director's contract of employment, which extension shall become effective at the end of the 2019-20 school year.

Section 10-22.31 of the Illinois School Code (105 ILCS 5.10-22.31) expressly permits Special Education Joint Agreements such as Henry-Stark to extend contracts of employment for a multi-year period, at the end of any year, and this extension is made and entered into pursuant to the terms of said Section 10-22.31.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. **Employment.** Director's employment as Henry-Stark Director of Special Education is hereby extended, said extension being the period commencing on the 1st day of July 2020, and terminating on the 30th day of June 2023.

2. **Nature of Service.** Except as is expressly otherwise provided in this Contract Extension, Director shall devote full time and effort to the duties set forth herein. Director shall timely and effectively attend to all matters necessary or prudent for the proper, effective, and efficient operations of Henry-Stark.

3. **Duties.** The duties and responsibilities of Director shall be all those duties incident to the office of Director of Special Education as provided by this Contract Extension, the Henry-

Stark Articles of Joint Agreement, policies or directives of the Henry-Stark Executive Board, ("Executive Board") policies or directives of the Henry-Stark Governing Board, the duties and responsibilities imposed by applicable law and regulation, and the position's job description. Director shall serve as the chief administrative officer of Henry-Stark, and shall perform such other duties as from time to time may be assigned to Director by the Executive Board or Governing Board.

4. **License.** Director shall furnish to the Governing Board during the term of this contract a valid and appropriate license permitting him to act as Henry-Stark Director of Special Education, in accordance with the laws of the State of Illinois.

5. **Salary.** The Governing Board shall pay to Director as salary for the period between July 1, 2019 and June 30, 2020, the sum of One Hundred Twenty-Eight Thousand and Two Hundred Thirty-six dollars and sixty-five cents (\$128,236.65). For the 2021-2022 and 2022-2023 Contract Years, the Governing Board retains the right to adjust the annual salary of Director during the term of this Contract Extension, provided that any salary adjustment shall not reduce the annual salary below the Director's prior year's annual salary. The Governing Board's action to increase or otherwise change the Director's salary under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract Extension. As used in the Contract Extension, the term Contract Year is defined as the period commencing on July 1 of a given calendar year and continuing until June 30 the following calendar year. Director hereby accepts employment upon the terms and conditions hereinafter set forth.

All of Director's salary shall be payable in accordance with the payroll procedures and pay dates of the Henry-Stark Counties Special Education District in effect from time to time.

6. **TRS Contributions.** In addition to Base Salary stated in Paragraph 5 of this Contract, the Governing Board shall pay on behalf of Director to the Teachers' Retirement System ("TRS") and the Teacher Health Insurance Security Fund ("THIS") the Director's required contribution on creditable earnings to the pension system and health fund. Director shall not have any right or claim to these amounts, except as they may become available at the time of retirement or resignation from the TRS and THIS. Both parties acknowledge that Director did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Governing Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure Director's future services, knowledge and experience. Director does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Governing Board on his behalf had Director's required contributions not been limited by TRS or THIS due to the application of the established limit for contribution to the pension plan or due to a refund of an overpayment of contributions because of a decrease in the applicable member rate, if any.

7. **Creditable Earnings.** The parties hereby agree that the Governing Board makes no representation regarding the creditable earning status with respect to any compensation received by Director pursuant to the terms of this Contract Extension. 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.

8. **Withholding.** Henry-Stark shall withhold any sums required by law, by payroll deduction.

9. **Medical Examination.** Director shall submit, at the Governing Board's expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Governing Board or Executive Board deems such examination necessary and in accordance with applicable law and agrees to execute any necessary consent and disclosure forms in effectuate the provision of the results of such examination to the Governing Board. As a condition of employment, Director also agrees to comply with all health requirements

established by law.

10. **Waive of Tenure.** Director acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, Director waives all rights to tenure in Henry-Stark only for the term of the multi-year extension thereof; however, Director shall not lose any previously acquired service credit with Henry-Stark.

11. **Employment Representations.** Director represents that Director is not under contract with any other school district or cooperative for any portion of the term covered by this Contract Extension. Director further represents that all information provided to Henry-Stark in the process of application for employment was true and complete.

12. **Referrals to Director.** The Governing Board and Executive Board collectively and individually shall refer promptly all criticisms, complaints and suggestions coming to their attention to Director for study and recommendation, except, to the extent necessary to protect the integrity of any investigation, those which involve allegations of intentional misconduct or violation of the criminal law by Director.

13. **Benefits.** The Governing Board agrees to provide Director with the following benefits:

a. **Sick Leave.** Director shall be entitled to the number of sick leave days annually without loss of pay, and sick leave accumulation as are allowed licensed employees pursuant to the collective bargaining agreement.

b. **Insurance**

i. **Health Care Plans.** The Director shall be provided the annual cost of the Henry-Stark Counties Special Education District Health Care Plan coverage for the level of health care for which he qualifies. This provision shall be provided for the term of this Contract Extension during the period of July 1, 2020 through June 30, 2023.

ii. **Term Life.** The Governing Board shall contribute on behalf of

Director the sum necessary to pay Director's contribution for group term life insurance during the term of this Contract Extension in accordance with the group insurance coverage provided to licensed employees

If at any time during the term of this Contract Extension, the Governing Board's payment of insurance premium is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Governing Board or Director to potential penalties, fines, fees, employee benefit plan failures or new or increase tax or accessible payments, then the Governing Board any, in its discretion, determine to modify its payment for such insurance and make a corresponding increase in the Director's other compensation to offset the diminished cash value, if any, of the change in such insurance premium benefit.

- c. Mileage Reimbursement. Director shall be entitled to mileage reimbursement at the maximum IRS allowable rate for all use of his personal automobile for all work-related use of his personal automobile for travel for Henry-Stark purposes. Reimbursement shall be in accordance with policy, if applicable, and applicable law.
- d. Cell Phone. Director shall provide a cell phone for Henry-Stark business usage. Director shall submit a bill for the monthly cell phone billing for said cell phone, for which he shall be reimbursed, less any charges for personal use. Reimbursement shall be in accordance with policy, if applicable, and applicable law.
- e. Personal Emergency Days. Director shall be entitled to two (2) personal emergency leave days annually.
- f. Membership Dues/Meetings. The Governing Board shall pay the cost of Director's membership dues to the IASA, IAASE and CEC. The Director is also encouraged to attend appropriate professional meetings at local and state levels, and Governing Board shall pay Director's reasonable vouchered expenses therefore, within budget limitations, upon receipt of a fully itemized account of such costs in accordance with the travel expense reimbursement policy, if

applicable, and applicable law.

- g. Vacation. During each year of this Contract Extension, Director shall be entitled to twenty (20) working days of vacation. Vacation shall be scheduled and taken with the approval of the Executive Board, which approval shall not be unreasonably withheld. Vacation not used at the end of an annual period shall not accumulate, and all vacation not taken on or before June 30 is lost.
- h. Holidays. Absent emergency, Director shall not be required to work on school holidays. School holidays shall be those observed by the office of the Special Education District as approved by the Governing or Executive Board. Student non-attendance days are not, in and of themselves, "holidays."

14. **Ethical Considerations.** Director agrees that he is a highly visible representative of the Executive Board, Governing Board, Henry-Stark, and its member school districts at all times during the term of this Contract Extension. Additionally, he serves as a role- model and representative of the purposes and goals of public education, special education, ethical conduct, and good citizenship to the public, students and employees. Director's ability to serve as an educational, community and employment leader would be seriously undermined if Director's actions were intentionally inconsistent with the stated policies or directions of the Executive Board or Governing Board, and any such intentional failure shall be a material breach of this Contract Extension, as shall Director's commission or performance, at any time during the term of this Contract Extension, of any intentional act of dishonesty toward the Executive Board or Governing Board or other governmental body regarding his position as Director, or any act of theft, child abuse, intentional illegal discrimination, including racial, religious, and sex discrimination, including sexual harassment, unjustifiable violence, felony, or serious misdemeanor of any kind. However, this provision shall not apply to any act or omission to act directed or required by the Executive Board or Governing Board, or the policy of either, nor shall it apply to Director's use of legally available products, except to the extent prohibited or regulated by law.

15. **Nonrenewal and Termination.**

- A. Notice. Since it is recognized by both parties to this Contract Extension that adequate time should be allowed to secure replacement of the position of Director should Director

determine that he shall not serve beyond the term of this Contract Extension, Director may terminate his employment with the Governing Board only on June 30 of any contract year by giving written notification to the Governing Board of his intentions to resign on or before March 1 of that contract year.

- B. Notice of Intent Not to Renew. Notice of intent not to renew this Contract Extension must be given in writing by the Governing Board stating the specific reasons therefore at least 90 days before the Contract Extension expires. Failure to do so will automatically extend the Contract for one additional year, in accordance with School Code Section 10- 22.31(c). It shall be the responsibility of the Director to cause the issue of extension or renewal of this Contract Extension or any extension thereof to be placed on the agenda of the Governing Board at the February Executive and Governing Board meeting in the final year of this Contract Extension or any extension thereof (or the next earlier Governing Board meeting, if there is no meeting in February) and failure to do so will constitute a waiver by the Director of any automatic extension.
- C. Termination. During the term of this Contract Extension, or any extensions thereof, the Governing Board and Director may mutually agree, in writing, to terminate Director's employment. Should the Governing Board determine unilaterally to seek Director's dismissal as a Director of Special Education during the life of this Contract Extension by Director, or any extensions thereof, as a result of a breach of this Contract Extension by Director, or other cause, the Executive Board shall give Director written notice of the breach or cause, and a hearing before the Governing Board, or a hearing officer appointed by it.
- D. Disability. Director agrees that Director's services are crucial to the functioning and efficiency of Henry-Stark Special Education District, and, that should Director be unable to perform the duties and obligations of this Contract Extension by reason of illness, accident or other cause beyond Director's control, and such disability exists for a period of more than sixty (60) calendar days after the exhaustion of Director's accumulated sick leave days and vacation days, that the same would constitute a hardship upon Henry- Stark; and in such circumstance, the Governing Board, in its discretion, may terminate this Contract Extension, whereupon the respective duties, rights and obligations of the parties shall terminate.

16. **Other Work.** Notwithstanding Section 2 of this Contract Extension, Director may undertake private consultative work, speaking engagements, writing, lecturing and/or other part-time professional duties, services or obligations only upon approval of the Executive Board. No such other work may diminish, delay or impair the services of Director to Henry- Stark Special Education District, the Executive Board or the Governing Board.

17. **Notice.** Any notice required under this Contract shall be in writing and shall become effective on two calendar days after mailing thereof by First Class Mail, registered or certified mail, postage prepaid, addressed:

To Executive Director:

T. Gregory Wertheim
1501 Ironwood CC Dr.
Normal, IL 61761

And:

To the addresses of the Chairperson of the Governing Board as shown on the current records of Henry-Stark Counties Special Education District.

18. **Goals.** No later than April 1 of each year of this Contract Extension, the Governing Board or Executive Board shall, after conferring with Director, determine goals for Director for the ensuing year, which goals shall be attached to and incorporated in the Contract Extension. Goals for the 2020-2021 school year have been decided and have been attached to this Contract Extension as Attachment A on the date of execution of the Contract Extension. Such Board will determine whether Director has met the goals.

19. **Superiority of Agreement.** This Contract Extension contains all the terms and provisions agreed upon by the parties with respect to the subject matter hereof. This Contract Extension supersedes all prior contracts, agreements, arrangements, negotiations and communications between the parties, whether written or oral concerning the same time period of this Contract Extension.

20. **Governing Law.** This Contract Extension is executed in the State of Illinois, and it shall be governed in accordance with the laws of the State of Illinois in every respect. The exclusive venue for any dispute related to this agreement shall be Henry County, Illinois.

21. **Paragraph Headings.** Paragraph headings have been inserted for convenience and reference only, and if there shall be any conflict between any such headings and the text of this Contract Extension, the text shall control. If there is no conflict, then the paragraph headings shall be considered to be part of the text of this Contract Extension.

22. **Duplicate Original Contracts.** This Contract Extension 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. This Contract Extension shall be deemed made and binding upon the parties when each of the parties hereto shall have executed at least one counterpart.

23. **Delegation.** If any act, matter or thing provided for in this Contract Extension, the Articles of Joint Agreement or elsewhere are to be effectuated, performed, done, made or executed by the Governing Board, the Governing Board may by any resolution, motion or other action delegate the authority regarding the same to the Executive Board, and in such case, the act, matter or thing effectuated, performed, done, made or executed by the Executive Board shall be deemed of the same and full force and effect as if actually effectuated, performed, done, made or executed by the Governing Board.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Extension to be executed

in duplicate in their respective names; and in the case of Henry-Stark Special Education District, upon the recommendation of the Henry-Stark Executive Board this 7th Day of June 2020.

Director,

T. Gregory Wertheim

Governing Board of
Henry-Stark Special Education District

Chairman Governing Board

A T T E S T:

Secretary Governing Board

APPENDIX A

CONTRACT GOALS FOR THE TERM 2020-2021

1. The Director will use SchoolBoard.net for Executive and Governing Board Meetings.
 - a. By May 31, 2021 the Executive Board and Governing Board Agendas will be posted electronically on SchoolBoard.net for 100% of the meetings that take place during the 2020-2021 school year.
 - b. By May 31, 2019 the Executive Board and Governing Board Notes and Documents will be posted electronically on SchoolBoard.net for 100% of the meetings that take place during the 2019-2020 school year.
 - c. By May 31, 2021 State and Federal Legislative Changes that have an impact on member districts and the operation of the Henry-Stark Special Education Cooperative will be communicated to the Executive Board and Governing Board electronically using SchoolBoard.net.

2. The Director will visit each school building in the cooperative a minimum of one time each semester.
 - a. By September 1, 2020 the Director will create and send to all member district superintendents a spreadsheet that lists every school building in the cooperative.
 - b. By December 20, 2020 the Director will list on the spreadsheet the date(s) that he conducted a visit to a school building in the cooperative during first semester.
 - c. By December 20, 2020 the Director will place as an informational agenda item at an Executive Board Meeting a line item that states, "Director Visits" and will present the spreadsheet to the Executive Board showing the dates he visited the various buildings in the cooperative during first semester.
 - d. By May 31, 2021 the Director will list on the spreadsheet the date(s) that he conducted a visit to a school building in the cooperative during second semester.
 - e. By May 31, 2021 the Director will place as an informational agenda item at an Executive Board Meeting a line item that states, "Director Visits" and will present the spreadsheet showing the dates he visited the various buildings in the cooperative during second semester.

3. The Director by February 26, 2021 will complete a comprehensive Needs Assessment to:
 - a. Determine special education program needs for all member districts.
 - b. Staffing recommendations for increase/decrease of program(s) and personnel.
 - c. Determine the direction and mission of HSCSED in relation to member district needs for the future.

