

NATIONAL BOARD CERTIFICATION AGREEMENT

Whereas, the Newport Independent Schools (hereinafter “District”) is desirous of assisting teachers who desire to both improve their professional education and development and commit to employment with the Newport Independent Schools; and

Whereas, this Agreement is entered into between the parties, as an ancillary agreement, mindful that KRS 161.730 provides for both limiting and continuing contracts for the District’s teachers. That this Agreement shall no alter and/or amend any statutory or other rights, set for by Kentucky Teacher Tenure law or other; and

Whereas, this Agreement is to provides for respective financial obligations between the parties for professional development/education and commitment to employment with the District; and

Whereas, this Agreement is available to any District employee who submits a request for \$5,000 for obtaining National Board Certification.

Whereas,

It is Therefore Agreed as Follows:

This National Board Certification Agreement entered between _____ (hereinafter “Teacher”) and the Newport Board of Education.

TERMS OF AGREEMENT:

The District Agrees to provide a lump sum payment in the amount of \$5,000 for any Teacher who presents proof of obtainment of National Board Certification to the District.

To receive the National Board Certification amount set forth herein, the Teacher must present to the Board proof of obtainment of the National Board Certification and agree to the terms herein.

The Teacher, in exchange for the \$5,000 set forth herein, agrees to continue to provide teaching or other District approved educational services to the District for a period of five (5) years commencing with the following school year, after payment of the National Board Certification amount of \$5,000. For example, a Teacher receives the \$5,000 National Board Certification money during the 2020-2021 school, the Teacher agrees to continue employment for the 2021-2022 school year and continuing until the 2025-2026 school year.

To be eligible for the Agreement the Teacher must have taken all classes or other required training toward their National Board Certification while employed by the District.

Should the Teacher fail to complete the five (5) year commitment set forth herein, the Teacher shall repay the District the \$5,000 National Board Certification amount paid herein.

The Teacher acknowledges that this Agreement may be placed in their personnel or other similar file, and that the District may provide a copy of or inform any prospective employer who may make inquiry regarding the Teacher to the District. The Teacher acknowledges and agrees to advise any prospective employer of the existence of this Agreement, including the five (5) year commitment and the Districts rights under this Agreement.

That this Agreement shall not constitute any agreed upon term of employment, termination and/or discipline shall be governed by KRS 161.730. Should a teacher be terminated for cause, any amounts due herein, shall also be forgiven, unless the Teacher proceeds with a Tribunal Hearing, for which if the District prevails, the Teacher shall be liable for the amounts owed herein.

The parties agree that should either breach this Agreement, the prevailing party shall be entitled to both attorney's fees and costs. In addition to, any monetary award shall be paid at the statutory judgement rate from the date of breach, regardless of the date of adjudication.

So Agreed this ____ day of _____, 202__.

Teacher

Ramona Malone, Board Chair