

TUITION REIMBURSEMENT 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 Teacher who submits for a bill for tuition and proof of a minimum “B” grade in all applicable courses set forth in this Agreement.

Whereas,

It is Therefore Agreed as Follows:

This tuition reimbursement agreement entered between _____ (hereinafter “Teacher”) and the Newport Board of Education.

TERMS OF AGREEMENT:

The District Agrees to provide tuition reimbursement, in an amount not to exceed \$10,000 in total, regardless of number of years enrolled, to any teacher for assistance in obtaining a Rank I or Rank II. No Teacher shall be entitled to in excess of \$10,000 in tuition reimbursement during the term of the employment with the District. The District shall keep a running yearly total and advise the Teacher yearly of the tuition reimbursement paid to date and eligible additional amounts.

To receive the Tuition Reimbursement herein, the Teacher must present to the District a tuition bill, as well as a transcript or other acceptable proof of the Teacher obtaining at least a “B” average in the course(s) taken.

The Teacher, in exchange for the tuition reimbursement provided 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 last amount of tuition reimbursement. For example, a Teacher receives \$3,000 in tuition reimbursement 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. The parties agree that the five (5) year commitment set forth herein applies regardless of the number of prior years the Teacher received Tuition Reimbursement as set forth herein.

The tuition reimbursement set forth herein, shall only apply to tuition incurred while the Teacher is an employee of the District.

Should the Teacher fail to complete the five (5) year commitment set forth herein, the Teacher shall repay the District all tuition reimbursement amounts paid to the Teacher by the District, regardless whether five (5) years have lapsed for any tuition reimbursement year.

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 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.

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

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Ramona Malone, Board Chair