TUITION REIMBURSEMENT AGREEMENT

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

Whereas, this Agreement is entered into between the parties, as an ancillary agreement, mindful that KRS §161.011 provides for the hiring of classified employees to provide services for the District. This Agreement shall not alter and/or amend any statutory or other rights set by Kentucky and/or any other applicable law;

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

Whereas, this Agreement is available to any employee of District who submits for a bill for tuition and proof of a minimum grade of "B" in all applicable courses set forth in this Agreement; and

Whereas, the District examined the average of all local colleges and universities to determine the average tuition cost.

It is Therefore Agreed as Follows:

This Tuition Reimbursement Agreement is entered into between _____ (hereinafter "Employee") and the Newport Board of Education.

TERMS OF AGREEMENT:

The District agrees to provide tuition/fee reimbursement, in an amount not to exceed $15,000 in total, regardless of the number of years enrolled, to any employee for assistance in obtaining a teaching certificate or certification that will improve job skills. No employee shall be entitled to an excess of $15,000 in tuition reimbursement during the term of their employment with the District. The District shall keep a running yearly total and advise the Employee yearly of the tuition reimbursement paid to date and eligible additional amounts. The term fee shall be established by the educational institution as part of tuition.

To receive the Tuition Reimbursement herein, the Employee must receive approval from the District before enrolling in any program. The Employee must also present to the District a tuition bill, as well as a transcript or other acceptable proof of the employee obtaining at least a "B" average in the course(s) taken.

The Employee, in exchange for the tuition reimbursement provided herein, agrees to continue to provide services to the District through employment with 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, an employee, who receives $3,000 in tuition

reimbursement during the 2020-2021 school, will agree to continuous employment from the 2021-2022 school year to 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 Employee received Tuition Reimbursement as set forth herein.

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

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

This Agreement shall not constitute any agreed upon term of employment, termination and/or discipline that is governed by KRS §161.011. Should an employee be terminated for cause, any amounts due herein shall be forgiven, unless the employee proceeds with a Hearing, for which if the District prevails, the employee shall be liable for the amounts owed herein.

In the event an employee is terminated, the termination shall relieve the employee of any repayment obligation set forth herein.

The Employee 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 to the District regarding the Employee. The Employee acknowledges and agrees to advise any prospective employer of the existence of this Agreement, including the five (5) year commitment and the District's rights under this Agreement.

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

So Agreed this ____ day of _____, 202__.

_____ _____

Employee Ramona Malone, Board Chair