

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VIII I **DATE:** December 2, 2021

TOPIC/TITLE: Employee Tuition/Fee Agreement

PRESENTER: Martha Jones

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
☒ ACTION REQUESTED AT THIS MEETING
☒ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
☒ BOARD REVIEW REQUIRED BY

- ☒ STATE OR FEDERAL LAW OR REGULATION
☐ BOARD OF EDUCATION POLICY
☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- ☒ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
☐ ACTION:

BACKGROUND INFORMATION:

Per board policy -

SUMMARY OF MAJOR ELEMENTS:

We are requesting Board approval of the attached Employee Tuition/Fee Agreement as presented.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended

Danny Adkins Jr.

AGREEMENT

This Agreement is made and entered into on _____, 2021, by and between _____ ("Teacher") and the Board of Education of Woodford County ("School District").

Teacher has been employed by the School District since _____ as a teacher and is currently employed in that capacity. The School District is in need of a teacher certified to teach dual credit math, and Teacher is willing to obtain this certification. In order to obtain the necessary certification, Teacher requires eighteen (18) credit hours in graduate level courses. For the benefit of the School District and those students enrolled in Woodford County High School desiring to take dual credit math, the School District will pay the tuition and fees for the Teacher to earn the necessary credits to obtain certification to teach dual credit math. The School District's payment of the tuition and fees is in exchange for the Teacher's agreement to reimburse the School District either through work (by remaining employed with School District for a specified period of time as set forth in this Agreement) or by direct financial payment back to the School District (if Teacher leaves employment before completing the agreed upon service to the School District as provided in this Agreement, or if the Teacher fails to timely complete the courses necessary to obtain certification to teach dual credit math).

In consideration of the mutual promises as set forth in this Agreement, School District and Teacher agree as follows:

1. **Payment of Tuition and Fees.** School District shall directly pay the tuition and fees associated with Teacher's enrollment in courses necessary to obtain certification to teach dual credit math. Teacher shall provide the School District all necessary information and documentation to facilitate this payment.
2. **Teacher Obligation.** Teacher agrees to participate in and pursue the educational program to the best of his/her ability and to use reasonable efforts to complete the program within _____ months from the date of this agreement.
3. **Obligation Satisfied Three (3) Years After Payment Commencement of Teaching Dual Credit Math.** Teacher will have no obligation to reimburse School District for the costs associated with the aforementioned training and certification three (3) school years after commencing teaching dual credit math if Teacher has not voluntarily quit or has not been fired "for cause." In the event Teacher voluntarily quits his/her employment with School District, or School District terminates Teacher for legal cause less than three (3) years after Teacher commences teaching dual credit math, Teacher shall immediately pay an amount equal to the total amount of payments made by School District for tuition and fees, or enter into a repayment plan mutually agreeable to the parties.
4. **Set Off Against Final Paycheck.** To the extent allowed by law, School District may deduct any amounts owed under this repayment obligation from any compensation due and owing to the Teacher at the time of separation from employment prior to the third annual anniversary of the Teacher obtaining the referenced certification.
5. **No Guarantee of Employment.** Nothing in this Agreement constitutes a commitment or guarantee on the part of School District to provide employment to Teacher for any specified period of time or duration, other than those employment rights afforded under the Board's Policies, and Kentucky's statutory laws regarding teacher tenure, nonrenewal, reduction in force, etc.
6. **Notice.** Any notice required to be given under this Agreement shall be in writing, and may be given either by personal delivery, e-mail, or first-class mail. Notice shall be deemed given on actual receipt and shall be sent or delivered to the address listed on the signature page of this Agreement.

7. No Waiver. The waiver or failure of either party to exercise, in any respect, any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

8. Entirety of Agreement; Amendments and Modifications Only in Writing. The terms and conditions set forth herein constitute the entire Agreement between the parties and supersede any communications or previous Agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this agreement other than in a writing signed by both parties.

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. Employer and Employee agree that any action to interpret or enforce this Agreement or which arises out of this Agreement shall be brought in the Woodford Circuit Court, Versailles, Kentucky, or, if applicable, in the United States Federal Court with a jury division which includes Woodford County, Kentucky. By entering into this Agreement, the Employer does not waive any immunity to which it may otherwise be entitled as a governmental agency.

10. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, and successors of School District and Teacher. School District may assign any right or interest arising under this Agreement to any third party, and such assignee shall be entitled to the full benefit of the Agreement. This Agreement is not assignable by Teacher. By entering into this Agreement, the parties do not intend to identify or establish any third-party beneficiaries.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TEACHER

SCHOOL DISTRICT

(signature)

(signature)

(printed name)

(printed name and title)

(date)

(date)