

## **NEWPORT CLASSIFIED EMPLOYEE RETENTION AGREEMENT**

**Whereas**, the Newport Independent Schools (hereinafter “District”) has received Federal monies to offset the effects of the COVID19 pandemic on the District;

**Whereas**, included in the Federal monies are provisions for classified employee incentive and retention;

**Whereas**, the COVID19 pandemic has led to difficulty in both hiring and retaining classified employees for the District and this Agreement is entered into alleviate the effects of the COVID19 pandemic;

**Whereas**, this Agreement is entered into between the parties, as an ancillary agreement, mindful that KRS 161.011 provides for certain job protections for classified employees within 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 commitment to employment with the District.

### **It is Therefore Agreed as Follows:**

This Signing Bonus/Retention Agreement is entered into between \_\_\_\_\_ (hereinafter “Employee”) and the Newport Board of Education.

### **TERMS OF AGREEMENT:**

The District agrees to provide signing bonus and/or retention bonus for all teachers/administrators for the 2022-2023 school year in the amount of \$5,000.

To receive the signing bonus and/or retention bonus herein, the Employee agrees to continue to provide services to the District through employment with the District up to and including the 2023-2024 school year.

Should the Employee fail to continue to work for the District through the 2023-2024 school year, the Employee shall repay the District the retention bonus back in full.

This Agreement shall not constitute any agreed upon term of employment, termination and/or discipline that is governed by KRS §161.011, et al (Classified Tenure). 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 commitment until the 2023-2024 school year 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 \_\_\_\_\_, 2022.

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Employee

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Ramona Malone, Board Chair