

BLOOMBOARD CERTIFIED RANK CHANGE TUITION AGREEMENT

Whereas, the Newport Independent Schools (hereinafter "District") is desirous of assisting teachers who want 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 not alter and/or amend any statutory or other rights, set for by Kentucky Teacher Tenure law or other; and

Whereas, this Agreement is to provide 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 payment; and

It is Therefore Agreed as Follows:

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

TERMS OF AGREEMENT:

The District agrees to provide tuition/fee payment per the following:

- \$6,050 for one rank change exclusively through BloomBoard's Micro-Credential Program;
- Prior to enrollment in the program, the teacher must successfully complete one full year of employment with the district.

The district will pay for the BloomBoard Micro-Credential Program for each teacher. The Teacher, in exchange for the tuition 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 of completion of the rank change program.

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

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

Tuition reimbursed by the district shall be paid back to the district in full within 12 months of date of resignation. Any amount paid within 2 months of the date of resignation can be repaid interest free. Any balance remaining after the 2-month deadline shall incur 6% interest. If any balance plus accrued interest is not paid in full before the 12-month deadline, the district reserves the right to pursue legal action.

If teacher refuses to reimburse the district, BloomBoard will discontinue services to said teacher until payment is received.

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.

In the event a teacher is non-renewed on a limited contract, the District shall reimburse the tuition of the last semester/quarter of schoolwork prior to non-renewal, provided Teacher met all conditions set forth in this Agreement for reimbursement. The non-renewal shall also relieve the Teacher of any repayment obligation set forth herein.

The Teacher acknowledges that this Agreement may be placed in their personnel file 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 Teacher. The Teacher 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 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 _____, 2022.

Teacher

Board Chair