

TUITION REIMBURSEMENT AGREEMENT – ADMINISTRATOR CERTIFICATION

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 tuition and proof of a minimum “B” grade 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 entered between _____
(hereinafter “Teacher”) and the Newport Board of Education.

TERMS OF AGREEMENT:

The District agrees to provide tuition/fee reimbursement, in an amount not to exceed \$10,000 in total, regardless of number of years enrolled, to any teacher/administrator for assistance in obtaining an administration certification. The District shall keep a running yearly total and advise the Teacher/Administrator 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.

Prior to enrollment in a program, employee must complete one full year of employment with the district. To receive the Tuition Reimbursement herein, the Teacher/Administrator must present to the District a tuition bill, as well as a transcript or other acceptable proof of the Teacher/Administrator obtaining at least a “B” average in the course(s) taken.

The Teacher/Administrator, 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/Administrator receives \$3,000 in tuition reimbursement during the 2020-2021 school, the Teacher/Administrator 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/Administrator is an employee of the District.

If, after the 3rd full year of service after the final reimbursement payment, the district does not have any administrative job openings, the Teacher/Administrator can look for an administrative job outside of the district. The Teacher/Administrator can only leave the district if the position taken is considered a promotion. If a superintendent certification is acquired under the tuition reimbursement program, the five (5) year commitment must be honored.

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 2% 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.

Should the Teacher/Administrator fail to complete the five (5) year commitment set forth herein, the Teacher/Administrator shall repay the District all tuition reimbursement amounts paid to the Teacher/Administrator 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/administrator be terminated for cause, any amounts due herein, shall also be forgiven, unless the Teacher/Administrator proceeds with a Tribunal Hearing, for which if the District prevails, the Teacher/Administrator shall be liable for the amounts owed herein.

In the event a teacher/administrator 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/Administrator met all conditions set forth in this Agreement for reimbursement. The non-renewal shall also relieve the Teacher/Administrator of any repayment obligation set forth herein.

The Teacher/Administrator 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 Teacher/Administrator. The Teacher/Administrator 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 _____, 2023.

Teacher/Administrator

Board Chair

