



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent *JB*
Dr. Adrienne Usher, Assistant Superintendent

FROM: Althea Hurt, Director of Human Resources *AH*

DATE: September 18, 2023

RE: Item for the **SEPTEMBER Board Meeting - OVEC's First Time/Long Time Program**

We are seeking approval to establish a partnership through a Memorandum of Agreement (MOA) between BCPS and OVEC for the initiation of the First Time/Long Time Program. This program focuses on tuition reimbursement and involves allocating \$20,353 to the district, which will be distributed through an application process to BCPS staff members who are enrolled in teacher education programs. In return, the participating employee commits to a minimum of three (3) years of service in BCPS after obtaining their credentials.

Attachments: FirstTime/Long Time MOA,
sample application,
Tuition Reimbursement Obligation Agreement form

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

**MEMORANDUM OF AGREEMENT
BETWEEN
OHIO VALLEY EDUCATIONAL COOPERATIVE
AND
Bullitt County Public Schools**

This Agreement is made and entered into as of _____, 2023, by and between Ohio Valley Educational Cooperative, herein referred to as "OVEC" and Bullitt County Public Schools, herein referred to as "District."

Whereas OVEC received funding from the Kentucky Department of Education (KDE) for the New Teacher Induction Grant ESSER II in the 2022-2023 fiscal year. Whereas OVEC established the First-Time, Long-Time program for supporting new teachers. Whereas OVEC's Board of Directors approved continuation funding for this program for the current fiscal year.

1. District is one of OVEC's 14 member districts.
2. The purpose and goal of the Project is to recruit new teachers for the district, retain existing teachers, and provide mentoring and professional learning for participants.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties agree as follows:

1. SERVICES OF DISTRICT. District agrees to
 - A. Receive up to \$20,353 of OVEC funds which shall be used for tuition reimbursement, tuition payments directly to universities, costs for rank change programs, or other expenses related to educator preparation program participation for teachers meeting the following categories (a, b, or c):
 - a. New Teachers
 - i. Enrolled in an educator preparation program approved by the Kentucky Education Professional Standards Board,

ii. **Engaged in an alternate route to initial teacher certification** OR approved for an emergency teaching certificate, AND

iii. Has fewer than three years of experience.

b. Teachers having more than three years of experience and pursuing an additional certification approved by the district.

b. Classified Staff participating in the Option 9 expedited route to certification.

c. Participants in Continuing Education Option rank change programs. _

B. Require teachers receiving tuition reimbursement to attend a monthly one-hour online support session with OVEC staff in October 2023, November 2023, January 2024, February 2024, March 2024, April 2024, August 2024, and September 2024. Teachers shall be permitted to view recordings of sessions to satisfy this requirement.

C. Require teachers receiving tuition reimbursement to attend a one-day new teacher conference in June 2024.

D. Require teachers to enter into a three-year service requirement agreement with the District as a condition of receiving tuition reimbursement.

E. Require participating teachers to complete evaluation surveys developed by the project evaluator.

F. Permit OVEC, upon request, to visit participating teachers' schools and classrooms for a non-evaluative observation of teaching practices.

2. SERVICES OF OVEC. OVEC agrees to

A. Provide up to \$20,353 of funds to the district within 60 days of receipt of invoice.

B. Assign staff with professional learning experience to coordinate and provide services described in

1.B and 1.C.

C. Provide sample service requirement agreements for the District.

D. Provide materials from online support sessions and the one-day new teacher conference to the district for the district's use with new teachers in subsequent years.

3. TERM. The term of this Contract will commence on October 1, 2023, and will terminate on September 30, 2024.

4. COMPENSATION. As compensation for District's services, OVEC agrees to pay Sub-Recipient the sum of **\$20,353.00** during the term of this Contract. On or before the first Friday of each month, District will submit a claim or invoice with reasonable documentation to support the amount claimed for services rendered during the prior month. OVEC will pay proper claims/invoices within sixty days upon OVEC's receipt of the claim/invoice. In no event will OVEC be obligated to pay District more than the above amount during the term of this Contract for ALL services furnished by District.

5. NO WARRANTY. District will use its best efforts in good faith to perform the services and achieve the results of this agreement. However, District makes no representations or warranties that its services will result in the desired outcomes.

6. TERMINATION. This Contract may be terminated by either party with thirty (30) days' written notice. Upon such termination, OVEC agrees to pay District for services actually provided to date of termination.

7. INSURANCE. The District agrees that the District is self-insured. Further, the District affirms that its employees and any subcontractor who will be on OVEC's property and acting on the District's behalf in performance of this Contract are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from OVEC.

8. GENERAL PROVISIONS.

a. Binding Effect; Assignment. This Contract and all of the terms, provisions, and conditions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. District may not assign this Contract, or any of its rights or obligations hereunder, without the prior written consent of OVEC. Any attempted assignment in violation of this Section by District of its rights or obligations under this Contract, whether by operation of law or otherwise, shall have no force and effect.

b. Entirety. The provisions contained in this Agreement and the Proposal Abstract and Proposal Narrative set forth the entire understanding and agreement between the parties and supersede all prior agreements with respect to the subject matter hereof.

c. Modification. This Contract may not be modified or amended except by written agreement.

d. Governing Law. This Contract shall be interpreted and enforced in accordance with the laws of the State of Kentucky.

e. Attorney Fees. The prevailing party in any action to construe or enforce this Contract will be entitled to payment by the other party of its reasonable and documented attorney fees and costs incurred in the preparation, prosecution, and appeal of such action. The recovery of attorney fees and costs shall be in addition to any other relief or judgment obtained.

f. Notice. All notices, requests and other communications required or permitted under the terms of this Contract shall be in writing and sent by: (i) certified U.S. Mail, return receipt requested; or (ii) private overnight express courier (for example, Federal Express) to the parties at the following addresses:

- Bullitt County Public Schools 1040 Highway 44 East Shepherdsville, KY 40165

- OVEC: Jason Adkins, 100 Alpine Drive, Shelbyville, KY 40065

Notices shall be deemed effective upon receipt or three (3) days after mailing in accordance with the provisions of this Section. Either party wishing to change its address for notice purposes may do so by giving the other party written notice of the new address in the manner set forth above.

- g. Extended: This Agreement may be extended by the written agreement of OVEC and District.
- h. Severability. Should any term or provision of this Contract be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of the other terms and conditions hereof.
- i. Waiver. Failure of either party to enforce the provisions of this Contract or the failure to require the performance by the other party of any provision hereof shall not constitute or be construed as a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every provision at any time thereafter.
- j. Survival. Except as otherwise provided in this Contract, all representations and warranties made by either party shall survive the termination of this Contract for any reason.
- k. Consent to Jurisdiction, Venue and Service. District consents and agrees that all legal proceedings relating to the subject matter of this Contract shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky. District consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

District:
BY: _____

OVEC:
Title: _____

BY: _____

Title: _____

Tuition Reimbursement Obligation Agreement

This tuition reimbursement agreement is made on _____ (Date) by and between, DISTRICT, and _____ (Employee).

Employee has voluntarily applied to and been accepted into the following education program at _____ (accredited university, college or program) for the academic year (annual) beginning on _____ (Date) and ending on _____ (Date).

Employer has agreed, on the terms set forth in this agreement and in accordance with the Tuition Reimbursement Policy and Procedures, to financially assist employee in paying tuition for this educational program. In exchange for the employer's financial assistance, employee agrees to remain employed with employer for a specific time period as set forth in this agreement or by repayment (if employee leaves before completing the agreed upon service to employer as provided in this agreement).

In consideration of the mutual promises set forth in this agreement, employer and employee agree as follows:

- Initial_____ 1. **Tuition Assistance:** Employer shall pay directly to employee the tuition for the accredited educational program into which employee has been accepted. There is a limit/total of \$_____ per school year.
- Initial_____ 2. **Employee Obligation:** Employee agrees to participate in and pursue the educational program to the best of their ability and to use reasonable efforts to complete the program. Should the employee not complete the program, fail the program, withdraw or be expelled from the program, the employer's obligation shall immediately cease.
- Initial_____ 3. **Obligation Satisfied Three Years After Payment:** Employee will have no obligation to pay employer for any payments made toward tuitions assistance if, on the third anniversary of that installment payment, employee has maintained continuous employment with employer. In the event employee voluntarily quits his employment with employer, employee shall immediately pay, without demand, an amount equal to payment.
- Initial_____ 4. **Deduction Authorization:** Employee authorizes employer to deduct the amount of any tuition reimbursement obligation from any compensation due and owing to employer at time of separation from employment; including but not limited to salary, wages, bonuses, commission, vacation pay.
- Initial_____ 5. **No Guarantee of Employment:** Nothing in this agreement constitutes a commitment of guarantee on the part of the employer to provide employment to employee for any specific period of time or duration. Unless otherwise provided in writing other than this agreement, employee's employment shall remain 'at-will.'
- Initial_____ 6. **Notices:** Any notice required or permitted to be given under this agreement shall be in writing, and may be given by personal delivery, email or by mail. Notice shall be deemed

First Time - Long Time New Teacher Support Program

Program was funded by the Kentucky Department of Education's New Teacher Induction Grant (ESSER II) last year. This year, the grant is being fully funded through OVEC's general fund. Open to teachers enrolled in an MAT program for certification, classified staff enrolled in an option 9 program for a bachelor's and teaching certification OR certified teachers pursuing an additional certification in a high-need area (as determined by district).

Each selected individual will receive a minimum scholarship of \$2000 towards their education program to become a teacher.

Eligibility requirements for application:

- ENROLLED IN AN ACCREDITED TEACHER EDUCATION PROGRAM
- MUST COMMIT TO REMAIN WITH THE DISTRICT FOR 3 YEARS OR BE SUBJECT TO REPAYMENT TERMS
- MUST COMMIT TO ATTEND MONTHLY ZOOM MEETINGS
 - ZOOM MEETINGS TBD
- MUST COMMIT TO ATTEND TO A ONE DAY SUMMER CONFERENCE
 - June 2024

Please complete all requested information and submit

to _____.

NAME: _____

POSITION: _____

SCHOOL: _____

I currently have a total of _____ credit hours and am pursuing the following degree/credential (please select the appropriate program below):

- Associate's Degree in: _____
- Bachelor's Degree in: _____
- Master's Degree in: _____
- Advanced Degree in: _____

The following documentation MUST BE submitted along with this completed form:

- A copy of your acceptance into the program
- A copy of your current degree program of studies

