

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, by and between Christian County Board of Education (“District”) and _____ (“Teacher”).

RECITALS

WHEREAS, Kentucky has adopted a tiered teacher certification structure that requires educators to complete continuing education while working towards advanced licensure ranks. New teachers who completed a four-year program will earn Rank III status and must complete ongoing education within a set timeframe to advance to Rank II. Rank I is the highest licensure rank and is earned by completing an approved master’s degree and 30 semester hours of graduate work or continuing education. Earning National Board Certification will also move a teacher to Rank I. Kentucky’s Education Professional Standards Board (“EPSB”) has recently removed the requirement for teachers to earn Rank II through an EPSB-approved master’s degree program, and the Kentucky Administrative Regulations now state that districts can develop their own Continuing Education Option for licensure rank change and certificate renewal.

WHEREAS, to support districts in offering their teachers Continuing Education Options and ensuring all requirements are met, the West Kentucky Educational Cooperative (“WKEC”), in partnership with BloomBoard, Inc. (“BBI”), developed an EPSB-approved CEO Option II and WKEC LETRS Rank Change Program for Kentucky teachers who are looking to achieve a rank change through job-embedded professional learning experiences (the “WKEC Rank Change Programs” or the “Programs”). This cost-effective alternative to earning a master’s degree can be used by districts across the state

of Kentucky to support teachers in earning licensure Rank II or Rank I, while aligning professional learning to their strategic plans. WKEC will assist districts in customizing the Program components.

WHEREAS, the WKEC Rank Change Programs are research-based online educational micro-credential experiences.

WHEREAS, Teacher has expressed an interest in enrolling in one of the WKEC Rank Change Programs;

WHEREAS, this Agreement is entered into between District and Teacher, as an ancillary agreement, mindful that KRS 161.730 provides for both limited and continuing contracts for the District's teachers, although the District will limit participation to those teachers who are within one year of obtaining their continuing contract status (sometimes referred to as "L4 teachers") in this District or another District. 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 sets forth the respective financial obligations between the Parties for the costs associated with Teacher's enrollment in the WKEC Rank Change Programs and Teacher's commitment to remain employed with the District in exchange for the District's payment of a portion of the fees required for Program enrollment. The District will limit its contribution to the program to a cumulative \$300,000.00.

AGREEMENT

Now, Therefore, Teacher and District Agree as follows:

A. As of the date of this Agreement, the full cost of the WKEC Rank Change Programs is \$6,050.00 per participant for the CEO Option II and \$5,400 for LETRS (the

“Program Tuition”). The District agrees to pay for the Program Tuition, in the amount of \$6,050.00 for CEO Option II and \$5,400 for LETRS, on behalf of Teacher (**“Tuition Subsidy”**). Upon receipt of proof of registration from Teacher in the form of a fully executed copy of the attached **“WKEC Contract of Understanding”**, the District will remit payment in the amount of the Tuition Subsidy directly to BBI, the entity entrusted with collecting the Program Tuition for the WKEC Rank Change Program.

B. Teacher, in exchange for the Tuition Subsidy provided herein, agrees to continue to provide teaching or other District approved educational services to the District for a period of four years following Teacher’s completion of the applicable WKEC Rank Change Program and EPSB approval of the associated Rank Change.

C. Should Teacher fail to (1) complete the applicable WKEC Rank Change Program within four (4) years, as required by the WKEC Contract of Agreement, or (2) fail to complete the four years year commitment set forth in Section B of this Agreement, Teacher shall repay the Tuition Subsidy to the District in full.

D. The Parties agree that this Agreement shall not constitute any agreed upon term of employment, termination and/or discipline, all of which shall be governed by KRS 161.730 - 790. Should Teacher be terminated for cause and/or non-renewed on a limited contract, any amounts due herein shall be forgiven, unless Teacher proceeds with a Tribunal Hearing and the District prevails in which event Teacher shall be liable for the amounts owed herein.

E. Teacher 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 Teacher. Teacher

acknowledges and agrees to advise any prospective employer of the existence of this Agreement, including the four 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

Board Chair