



FLOYD COUNTY BOARD OF EDUCATION
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Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Considering approval of up to 3 tuition agreements utilizing Kentucky Educational Development Cooperative (KEDC) Rank Change Program for the 2023-24 school year.

Applicable State or Regulations: BOE Policy 01.11 Powers and Duties of the Local Board of Education.

Fiscal/Budgetary Impact: Associated cost will be paid utilizing Title II A funds. \$6050.00 per applicant.

History/Background: The Continuing Education Options is a cost effective way for teachers to obtain a rank change through job-embedded professional learning experiences. KEDC has created an agreement to help with teacher retention. The district would pay the program cost for the teacher with this signed agreement they will agree to work in the district for 6 (six) years or will repay the cost at 100%.

Recommended Action: To approve as written

Contact Person(s): Angela Duncan, Rachel Crider

N/A

Principal

Angela Duncan

Director

Anna Whitaker Shepherd

Superintendent

Date: November 13, 2023

**TUITION AGREEMENT:
KEDC Rank Change Program**

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 Kentucky Economic Development Corporation ("KEDC"), in partnership with BloomBoard, Inc. ("BBI"), developed an EPSB-approved CEO Option II Rank Change Program for Kentucky teachers who are looking to achieve a rank change through job-embedded professional learning experiences (the "KEDC Rank Change Program" or the "Program"). 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. KEDC will assist districts in customizing the Program components for new and experienced teachers that wish to enroll in the Program to achieve Rank Change.

Whereas, the KEDC Rank Change Program is a research-based online educational micro-credential experience that includes the following components:

- Each participant earns an equivalent of 21 micro-credentials aligned to the Kentucky Teacher Standards;
- Each participant engages in a structured mentorship program;
- Each participant is assigned a Program mentor and benefits from a series of mentor observations throughout the course of the Program;
- Each participant engages in online learning communities facilitated by expert coaches; and
- Each Participant designs and completes a unifying capstone project.

Whereas, _____ (the "Teacher") has expressed an interest in enrolling in the KEDC Rank Change Program;

Whereas this Agreement is entered into between District and Teacher, as an ancillary agreement, mindful that KRS 161.730 provides for both limiting and continuing contracts for the District's teachers. 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 KEDC Rank Change Program 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.

Now, Therefore, Teacher and District Agree as Follows:

TERMS OF AGREEMENT:

- A. As of the date of this Agreement, the full cost of the KEDC Rank Change Program is \$6,050 per participant (the "**Program Tuition**"). The District agrees to pay for the Program Tuition, in the amount of \$ 6050.00, on behalf of Teacher ("**Tuition Subsidy**"). Upon receipt of proof of registration from Teacher, 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 KEDC 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 6 (six) years following Teacher's completion of the KEDC Rank Change Program and EPSB approval of the associated Rank Change.
- C. Should Teacher fail to (1) complete the KEDC Rank Change Program within four (4) years, as required by the KEDC Contract of Agreement, or (2) fail to complete the 6 (six) 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. 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, for which if the District prevails, 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 6 (six) 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 Signature

Board Chair Signature