

## TUITION REIMBURSEMENT AGREEMENT: NKCES 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 Northern Kentucky Educational Cooperative ("**NKCES**"), 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 "**NKCES 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. NKCES 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 NKCES 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**, [INSERT TEACHER NAME HERE] (the "**Teacher**") has expressed an interest in enrolling in the NKCES 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 NKCES 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. Prior to enrollment in a program, the employee must complete one full year of employment with the district.
- B. As of the date of this Agreement, the full cost of the NKCES Rank Change Program is \$6,050 per participant (the "**Program Tuition**"). The District agrees to pay for the Program Tuition, in the amount of \$6,050, 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 "**NKCES 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 NKCES Rank Change Program.
- C. 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 five years following Teacher's completion of the NKCES Rank Change Program and EPSB approval of the associated Rank Change.
- D. Should Teacher fail to (1) complete the NKCES Rank Change Program within four (4) years, as required by the NKCES Contract of Agreement, or (2) fail to complete the five-year commitment set forth in Section B of this Agreement, Teacher shall repay the Tuition Subsidy to the District in full.
- E. 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.
- F. 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.

- G. 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 five-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