

**WICHITA PUBLIC SCHOOLS/UNIFIED SCHOOL DISTRICT NO. 259
GROW YOUR OWN TEACHER PROGRAM AGREEMENT**

THIS AGREEMENT entered into this _____ day of _____, 20___, by and between Unified School District No. 259, Wichita, Sedgwick County, Kansas (the “District”) and _____ (the “Participant”).

WITNESSETH:

WHEREAS, the District is experiencing a critical demand for teachers who are qualified to teach in hard to fill certified positions;

WHEREAS, the District desires to encourage permanent, classified District employees to pursue full-time teaching careers in hard to fill certified positions;

WHEREAS, the District has provided Participant with a description of the Forgivable Loan program as set forth at <https://www.usd259.org/Page/14635>;

WHEREAS, Participant has met with a representative of the District’s Forgivable Loan committee to determine the appropriate school and course of study to obtain the required license and has received approval from the District;

WHEREAS, the District is willing, subject to the terms and conditions set forth below, to make loans to District employees for the tuition, fees and texts to pursue a certification and/or licensure in a hard to fill certified teaching position (as determined by the District Human Resources department at the time of approval to participate in the program); and

WHEREAS, the loans will be forgiven by the District if certain conditions are met.

NOW THEREFORE, for mutual consideration hereafter set forth, the District and Participant agree as follows:

Section 1. Eligibility. The Participant understands that he/she has been recommended and approved to participate in the District’s Grow Your Own Teacher Program (the “Program”) to obtain certification or licensure in the area of _____ by taking coursework at _____.

Section 2. District Obligations. The District agrees to loan to Participant funds in the amount of the tuition, fees and texts for courses being taken as a part of a plan of study for Participant to become licensed in the hard to fill certified teaching position stated in Section 1 above. The loan in the amount of tuition, fees and required texts for each course will be made to Participant upon proof of payment of such amounts and upon proof of successful completion of the course. The payments to Participant will constitute a loan to Participant as set forth in Section 4 below. The District may make such loans up to a maximum of Three Thousand Six Hundred and no/100 Dollars (\$3,600.00) per year.

Section 3. Participant's Obligations. By signing this Agreement, the Participant commits to the following:

- (a) To remain employed by the District at all times until the commitment to provide services as set forth in subsection (h) below has been completed;
- (b) To enroll at a Kansas accredited college/university in courses leading towards certification or license to teach in a hard to fill position in the District schools;
- (c) To obtain a plan of study from the Kansas college/university to meet full certification or license in the hard to fill area and submit it to the District for approval. Any deviation from the plan of study will require approval by both the college/university advisor and the District;
- (d) To sign a Promissory Note as set forth in subsection 4(a) below;
- (e) To provide each year to the District, a record of completed courses and updated enrollment schedule;
- (f) To submit invoices and receipts to the District for the tuition, fees and texts paid in connection with the classes being taken as a part of the plan of study and provide a transcript showing a passing grade for each course and an overall GPA of 2.7 or better within thirty (30) days of the date the grades are issued to Participant;
- (g) To stay continuously enrolled and accrue six (6) or more credits per year from the approved plan of study, with the plan of study to be completed within three (3) calendar years from the date funding under the Program is initially approved. Any desired change to the three (3) year timeline must be requested by the Participant in advance and approved in writing by the District's Chief Human Resources Officer; and
- (h) After obtaining full certification or license in the required hard to fill position, to begin teaching full-time in a District school in Participant's area of certification (or, at the District's direction, in another position with the District) for a minimum period of three (3) consecutive years. Such full-time teaching shall begin for the first semester immediately following Participant's receipt of certification or license.

Section 4. Loan Repayment or Forgiveness. The Participant's loan repayment obligation and the District's conditions for loan forgiveness are as follows:

- (a) **Participant is obligated to repay to the District the total amount loaned by the District for tuition, fees and texts under the Program. The loan**

repayment shall be immediately due upon Participant's failure to comply with any of the requirements set forth in Section 3 above. The terms of the repayment of the loan amount, plus interest, shall be set forth in a Promissory Note. Participant agrees to sign a Promissory Note for each semester that the District makes a payment under this Program, evidencing the loan made by the District to Participant for tuition, fees and texts under this Agreement.

- (b) If Participant fails to promptly repay the loan amount pursuant to the terms of the Promissory Note(s), the District, at its option, may enter into a payment plan with Participant. If a payment plan is not entered into, or if Participant fails to make payments in accordance with the payment plan, Participant authorizes the District to recover the repayment obligation under the Promissory Note(s) through payroll deductions of up to Five Hundred and no/100 Dollars (\$500.00) per pay period from wages the District would otherwise pay to Participant, until the amount owed is paid in full.
- (c) If Participant leaves employment with the District for any reason before the amount owed under the Promissory Note(s) has been fully repaid, then the balance remaining due under the Promissory Note(s) will be immediately due unless Participant and the District agree to a payment plan. Participant authorizes the District to deduct the balance remaining due from his/her final paycheck. The payroll deduction from Participant's final paycheck is not subject to the maximum limit described in subsection (b) above.
- (d) If Participant timely completes all of the requirements of subsections 3(a) through 3(g) above and immediately, after obtaining full certification or licensure for the approved hard to fill position, begins to fulfill his/her teaching obligation under subsection 3(h) above, the District will forgive one thirty-sixth (1/36) of the loan amount plus accrued interest, as set forth in the Promissory Note(s), for each consecutive month that Participant provides hard to fill services to the District (or teaches in an alternate position as directed by the District).

Section 5. Income Taxation. Participant acknowledges and understands that the payments made under this Program by the District shall be treated as loan proceeds and Participant will be required to repay such amounts immediately upon Participant's failure to comply with any requirement set forth under Section 3 above. Participant also acknowledges and understands that any forgiveness of the loan(s) pursuant to subsection 4(d) above shall be treated as taxable compensation to Participant in the calendar year such forgiveness occurs, and the District will include the amount of debt forgiveness on Participant's Form W-2.

Section 6. Budget Constraints. Participant acknowledges that due to budget constraints imposed by state law the District cannot obligate itself to pay for tuition, fees and texts beyond its current budget year and therefore Participant understands that the District may in any upcoming budget year discontinue or suspend paying for tuition, fees and texts under the Program.

Section 7. Continued Employment. Participant understands and agrees that this Agreement shall not be construed as a contract of employment for any period of time. Participant will at all times remain subject to any and all applicable state statutes regarding teacher due process and continuing contracts, USD 259 collective bargaining agreements, policies, and procedures.

Section 8. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Kansas.

Section 9. Participant Acknowledgment. By signing this Agreement, the Participant acknowledges that he/she has read it, that all blanks have been filled in prior to his/her signature, and that he/she promises to pay all amounts required hereunder in accordance with the terms of this Agreement, and to otherwise comply with the terms of this Agreement and the Promissory Note(s).

IN WITNESS WHEREOF, this Agreement was signed by the parties as of the day and year first above written.

“DISTRICT”

Unified School District No. 259

Signature of _____

“PARTICIPANT”

Name: _____