

**River Valley School District
EMPLOYEE “GROW YOUR OWN” CONTRACT**

This Tuition Reimbursement Agreement (“Agreement”) is made between the River Valley School District (“District”) and Meghan McCall (“Employee”) (collectively “the Parties”).

WHEREAS, the Employee is employed for the 2022-2023 school year by the District as a Special Education Teacher;

WHEREAS, the Employee currently has a license to teach Special Education with stipulations from the Department of Public Instruction, provided she enrolls in a licensure program;

WHEREAS, the Parties are interested in the Employee completing a licensure program so that she can improve her skills as a Special Education Teacher and obtain a license to teach Special Education without stipulations from the Department of Public Instruction so that she can potentially continue to serve the District as a Special Education Teacher in the future;

WHEREAS, the Parties have identified a mutually-agreeable licensure program through **Viterbo University’s Post Baccalaureate Program** (“Program”), in which the Employee could enroll in 2022, and the Employee would be able to complete prior to the start of the first day of student attendance in the District for the 2023-2024 school year; and

WHEREAS, the District is willing to contribute to the costs of the tuition for the Program, but because of this significant financial investment, the District is interested in ensuring that the Employee reimburses the District for the amount the District paid in tuition for the Program under this Agreement (“District’s Costs”) if the Employee’s employment with the District ends on or before the fifth anniversary of the date of completion of the Program or if the Employee fails to timely or satisfactorily complete the Program.

NOW THEREFORE, for the mutual considerations set forth in this Agreement, the Parties agree as follows:

1. The Employee shall enroll in the Program in the fall of 2022 and will successfully complete the Program on or before the first day of student attendance in the District for the 2023-2024 school year. Additional costs other than tuition for completion of the Program will be at the Employee’s sole expense.

2. Within thirty (30) calendar days after the Employee receives grades for each of the Program’s academic terms, the Employee will provide the District with proof of satisfactory completion of the courses for that academic term, defined as a final grade of at least a “C” or equivalent as defined by the terms of the Program. Under no circumstances will the District pay for courses that the Employee did not satisfactorily complete.

3. If the Employee fails to complete the Program within the time period set forth in Section 1, above, the Employee agrees to repay the District the entire amount of the District’s

Costs. This will trigger the District's right to repayment of the District's Costs under Section 5 below.

4. If the Employee's employment with the District ends for any reason on or before the fifth anniversary of the date of completion of the Program, the Employee shall repay the District's Costs pursuant to the following schedule:

- a. If the employment ends on or before the first anniversary of the date of completion of the Program, the repayment rate shall be one hundred percent (100%) of the District's Costs.
- b. If the employment ends after the first anniversary of the date of completion of the Program but on or before the second anniversary of the date of completion of the Program, the repayment rate shall be eighty percent (80%) of the District's Costs.
- c. If the employment ends after the second anniversary of the date of completion of the Program but on or before the third anniversary of the date of completion of the Program, the repayment rate shall be sixty percent (60%) of the District's Costs.
- d. If the employment ends after the third anniversary of the date of completion of the Program but on or before the fourth anniversary of the date of completion of the Program, the repayment rate shall be forty percent (40%) of the District's Costs.
- e. If the employment ends after the fourth anniversary of the date of completion of the Program but on or before the fifth anniversary of the date of completion of the Program, the repayment rate shall be twenty percent (20%) of the District's Costs.
- f. If the employment ends after the fifth anniversary of the date of completion of the Program, the Employee shall not be required to repay the District's Costs.

The date of completion of the Program shall be the date on which the Employee completes the Program as specified on documentation deemed acceptable to the District.

5. Repayment of the District's Costs or other amounts under Sections 3 and 4, above, shall be made, at the option of the District, as follows:

- a. By deduction from monies owed to the Employee;
- b. In a lump sum payment within thirty days of the Employee's receipt of the District's written demand for reimbursement under this Agreement; or,
- c. By means of a written installment agreement between the Parties.

6. The Employee shall not be obligated to repay the District's Costs under this Agreement if the Employee's failure to complete the Program or failure to complete employment for the period of time outlined in Section 4 above was for reasons which the District, in its sole discretion, determines should excuse the Employee from such repayment, or any portion thereof.

7. The District, at its sole discretion, may decline to release the Employee from the Employee's teacher contract, as applicable, until the Employee repays the District's Costs under

this Agreement.

8. The Employee's obligation to repay the District's Costs under this Agreement will be in addition to any money owed to the District for any other damages, including liquidated damages, caused by the Employee's separation from employment.

9. If the District takes action to collect any of the District's Costs under this Agreement, the Employee shall be liable for any of the District's Costs that the District did not collect from the Employee, as well as interest at the rate of 12% per annum and all of the costs incurred by the District for such action, including the District's attorneys' fees.

10. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

11. This Agreement is not intended to create a commitment or guarantee on the part of the District to provide employment to the Employee for any specific period of time or duration or to create any expectation of continued employment for the Employee. This Agreement is not intended to modify any District board policy or handbook provision.

12. This Agreement is governed by Wisconsin law. The Parties consent to the personal jurisdiction of the courts of Sauk County, Wisconsin and of the federal court in the Western District of Wisconsin. Venue shall properly and exclusively be in Sauk County, Wisconsin (for state court) and the Western District of Wisconsin (for federal court).

IN WITNESS WHEREOF, the Parties hereby acknowledge the foregoing as the terms and conditions of their understanding and have executed this Agreement or caused this Agreement to be duly executed by their authorized representative as of the day and year written below.

The District: River Valley School District

Board President

Date:

Board Clerk

Date:

The Employee: Meghan McCall

Employee, Meghan McCall

Date