

Technical Academies of Minnesota

Adopted: Orig 6/27/18

Revised: 8/25/2020

550 SPED TUITION REIMBURSEMENT POLICY

I. PURPOSE

The District offers tuition reimbursement, paid through Special Education FED419 funds for any para or District staff interested in taking a special education class.

II. GENERAL STATEMENT OF POLICY

If you would like to be considered for tuition reimbursement, please send an email to the Convener by first of the month. In the request, please list the course code, class name, college or university. Once received the Convener will submit to the Personnel Committee to review and submit to the School Board the amount to be distributed to all requesting District staff for final approval. Each site of the District will pay the school directly. The District staff is responsible to ensure payment happens in a timely manner with all relevant documentation. District staff receiving Tuition Reimbursement agrees to remain an employee of the District for 1 full school year following the last reimbursement received as stated in the Tuition Disbursement Agreement.

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TUITION DISBURSEMENT AGREEMENT

This Tuition Agreement is entered into by the School Board of Technical Academies of Minnesota and _____.

The District and Employee are referred to in this Agreement as “the Parties.” WHEREAS, the District desires to offer the Employee tuition disbursement; WHEREAS, the Parties desire to specify the terms of their Agreement governing the terms and conditions of the Employee’s employment with the District; NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

A. Term

This Agreement will be in effect from _____ to _____ unless early termination occurs pursuant to Section 4 of this Agreement. This Agreement will not automatically renew upon expiration of the Term. Provided this Agreement is not terminated prior to the expiration of the Term, if the Employee wishes to continue eligibility for tuition disbursement after expiration of the Term, the Employee must notify the School Board through the Convener, in writing, not later than 60 days prior to expiration of the Term. Upon receiving such notice, the District may exercise its right to offer another tuition agreement to the Employee, but the District will not be obligated to do so.

B. Payment

While this Agreement is in effect, the District agrees to direct pay the institution of choice named as _____ based on the amount of FED419 funds available for the current fiscal year, the amount requested and the number of Employees with identical tuition reimbursement agreements. The District will pay the institution of choice per Semester as long as the invoice is submitted within the enrollment date determined by the institution. The obligation to make such payments shall cease immediately in the event that the Employee resigns or the Employee’s employment is terminated for any reason.

C. Position and Duties

Subject to the other provisions of the Agreement, the District hereby agrees to employ the teacher as an at-will employee in the position of Special Education Teacher with tuition disbursement, and the employee hereby accepts such employment, upon the terms and conditions set forth in this Agreement.

D. Disbursement Agreement

This is a disbursement agreement. The employee must complete required course work

within a qualifying Special Education Program and incur tuition expenses during their enrollment. The District will not be obligated to pay this tuition agreement in the amount of \$_____ if the employee does not complete the course work or receives a failing grade. In the event that the employee receives an incomplete or a failing grade, the employee agrees to pay back to the District the tuition incurred for that course(s).

E. Employment Status

All employees of the District are "at-will" employees. This Agreement is contingent upon School Board approval. The Agreement is an "at will" agreement. If employment is terminated, the District is not obligated to make a tuition disbursement payment. The Employee agrees to maintain employment with the District for one calendar year after the term of this agreement expires. If at any time during or after the term, not to exceed one year, the Employee resigns or takes employment with another district, the District may seek reimbursement for any tuition funds paid on behalf of the Employee. The Employee agrees to reimburse the District for funds paid on behalf of the employee for tuition. _____ (Initialed by Employee)

F. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. No Party has relied upon statements or promises that are not set forth in this Agreement. The terms in this Agreement supersede any prior agreements between the Parties. Employee acknowledges that the Employee is an at will employee and that no policy, handbook, or practice adopted by the District creates an express or implied contract between the parties and that this Agreement includes all of the agreements between the parties.

Employee _____ / _____
(signature/date)

Convener _____ / _____
(signature/date)

Board Chairperson _____ / _____
(signature/date)