

Tuition Reimbursement Agreement

WHEREAS, **Matt Lytle** is working as a Teacher of the Physically who is currently licensed as an *Academic and Behavior Strategist* in Minnesota and holds a contract pursuant with Southern Plains Education Cooperative; and

WHEREAS, Southern Plains Education Cooperative Education Association (“Association”) is the exclusive representative for Southern Plains’ Certified employees; and

WHEREAS, Southern Plains Education Cooperative and the Association have negotiated terms and conditions of employment for the Certified employees for the 2021-2022 and 2022-2023 School Years which are contained in the Master Agreement; and

WHEREAS, Southern Plains Education Cooperative has been unsuccessful in filling a vacancy in a position that requires a Minnesota teaching license in the area of *Teacher of the Physically Impaired*; and

WHEREAS, **Matt Lytle** is willing to complete the courses required for her to earn a Minnesota teaching license in *Teacher of the Physically Impaired* if Southern Plains Education Cooperative provides financial assistance for him in the form of reimbursement for tuition and other costs related to obtaining this license.

WHEREAS, Southern Plains Education Cooperative is willing to provide financial assistance for **Matt Lytle** to take the courses needed to qualify him for a Minnesota teaching license in *Teacher of the Physically Impaired* provided that he agrees to work for Southern Plains Education Cooperative for a minimum of five years after he obtains that teaching license; and

WHEREAS, **Matt Lytle** has had an opportunity to consult with the Association and legal counsel regarding the terms of this Tuition Reimbursement Agreement (“Agreement”) and her rights under Minn. Stat. § 122A.40 and the Master Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED by Southern Plains Education Cooperative, **Matt Lytle** and the Association as follows:

1. **Tuition Reimbursement**. Upon successful completion of 6 credits per semester required to earn a Minnesota teaching license in *Teacher of the Physically Impaired* Southern Plains Education Cooperative will reimburse **Matt Lytle** for \$506 per credit (Not to exceed \$5,060) from an accredited college or university. Pre-approval for each course must be obtained in writing from Southern Plains Education Cooperative’s Executive Director prior to registering for the course on the designated form. Successful completion of the course will be demonstrated by submission of a copy of a transcript showing that **Matt Lytle** has completed the required credits and obtained a grade of “B”

- or higher. In courses where grades are assigned on a pass/fail basis, a pass grade shall be deemed to be a "B". Southern Plains Education Cooperative will reimburse **Matt Lytle** within 30 days of receipt of proof of successful completion of the course. (Note: If Mr. Lytle applies for the Region 9 Tuition Support program, the entire cost of the license is covered.)
2. **Salary Schedule Advancement.** Any course **Matt Lytle** takes pursuant to this Agreement shall be deemed to be germane to earning licensure in the area of **Teacher of Physical and Health Disabilities** and shall be eligible to be used for salary schedule advancement pursuant to Article VI, Basic Schedules and Rates of Pay, of the Master Agreement.
 3. **Employment.** In consideration for the tuition reimbursement described above, after he obtains a Minnesota teaching license in **Teacher of Physical and Health Disabilities**, **Matt Lytle** agrees to be employed by Southern Plains Education Cooperative in a teaching position for at least an additional five (5) full school years after he obtains a license in **Teacher of Physical and Health Disabilities** provided that Southern Plains Education Cooperative employs him for at least 184 duty days for each of those five school years. Nothing in this Agreement shall be construed to deprive Southern Plains Education Cooperative of the right of assignment or the right to terminate **Matt Lytle's** employment at any time in accordance with Minn. Stat. §122A.40 (2014), as amended.
 4. **Reimbursement in the Event that Matt Lytle does not fulfill his employment obligation to Southern Plains Education Cooperative.** Because Southern Plains Education Cooperative has agreed to provide **Matt Lytle** with the tuition reimbursement described above in exchange for his obtaining a Minnesota teaching license in **Physical and Health Disabilities** and teaching services, Southern Plains Education Cooperative will lose the benefit of this Agreement if **Matt Lytle** does not obtain a Minnesota teaching license in **Teacher of Physical and Health Disabilities** in a reasonable amount of time or does not complete a minimum of five years of service with Southern Plains Education Cooperative. Accordingly, the parties agree that in the event **Matt Lytle** does not obtain a Minnesota teaching license in **Teacher of Physical and Health Disabilities** within three years of the date he signed this Agreement, **Matt Lytle** shall repay Southern Plains Education Cooperative for the full amount of tuition reimbursement he has received. In the event **Matt Lytle** does not complete at least five full school years of employment as a teacher by Southern Plains Education Cooperative, he shall repay Southern Plains Education Cooperative one fifth (1/5) of the full amount of tuition reimbursement he has received from Southern Plains Education Cooperative for each full school year of teaching services he fails to complete. In the event Southern Plains Education Cooperative exercises its retained right to terminate or place **Matt Lytle** on unrequested leave of absence pursuant to Minn. Stat. § 122A.40 or

Article IX, Section 7, or offers ***Matt Lytle*** a contract for less than 184 duty days, ***Matt Lytle*** will not be required to reimburse Southern Plains Education Cooperative for any tuition reimbursement he has received.

5. Method of Repayment. ***Matt Lytle*** agrees that he shall pay as much of the amount of money that is due to Southern Plains Education Cooperative under this Agreement as possible by hereby authorizing Southern Plains Education Cooperative to deduct the amount that he owes it from his paychecks as earned in accordance with Minn. Stat. § 181.79 (2014), as amended, until the debt has been paid. The amount to be deducted from each paycheck shall be the amount established by the law then in effect as subject to garnishment or execution on wages. In the event Southern Plains Education Cooperative is unable to collect the entire amount owed to it by ***Matt Lytle*** by this method, Southern Plains Education Cooperative retains the right to collect any unpaid sums in any other manner permitted by law.

6. Effect of Agreement. The Association and Southern Plains Education Cooperative agree that this Agreement shall not be deemed to constitute a precedent or create a past practice which would be applicable to any other member of the bargaining unit or be admissible in any arbitration proceeding

I have read and understood the foregoing Tuition Reimbursement Agreement and acknowledge that it is the complete Agreement and by signing below agree to be bound by its terms and conditions.

Dated: _____

Matt Lytle

Southern Plains Education Cooperative
Education Association

Southern Plains Education Cooperative

President

Board Chair

Dated: _____

Dated: _____