**San Antonio Independent School District**

**EDUCATOR AGREEMENT TO CONTINUE EMPLOYMENT DURING AND AFTER OBTAINING A MASTER OF ARTS or MASTER OF SCIENCE**

Whereas the San Antonio Independent School District (“SAISD”) has an interest in “growing its own” and wishes to encourage eligible SAISD classroom teachers (as this term is defined in Education Code §5.001(2)) or implementation specialists to obtain a teacher certification in a specific content area concurrently with a Master of Arts or Master of Science degree from one of the University partnerships we currently have (OLLU, UTSA, Texas A&M San Antonio or Relay Graduate School of Education) (“Master’s Degree”)(under an MOU between SAISD and said University) and continue full-time employment (as a classroom teacher or other approved position) at SAISD for an additional three complete, consecutive, academic years after obtaining the Degree.

In accordance with the foregoing, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Educator”) hereby enter this Agreement, intending to be bound hereunder and make the following commitments and representations:

I understand SAISD will pay or otherwise assume the cost of Tuition only for my coursework required for obtaining the Degree. In exchange for said Tuition payment or assumption by SAISD, I agree to:

1. diligently pursue and obtain the Degree and certification not later than the designated graduation date of said University and
2. continue or accept full-time employment with SAISD as a classroom teacher or implementation specialist for three consecutive, complete academic years.

This agreement is not part of Educator’s employment contract nor should it be construed as an employment contract. This agreement only covers the requirements for Educator’s participation in the Degree Program and is separate and not a part of Educator’s employment contract. Educator has no property right in this Agreement. Educator may resign from employment with the District at any time in accordance with the provisions of the Texas Education Code and the District may non-renew or terminate Educator’s employment at any time in accordance with the provisions of the Texas Education Code.

**I understand and agree that if any or all of the three events listed below occur and I am a current employee of SAISD, said occurrence will constitute good cause for termination of my employment contract and upon my separation from the District I will be ineligible for future employment with SAISD and I will be given a negative reference that indicates that I am ineligible for rehire:**

1. fail to diligently pursue and obtain the Degree and certification; and/or
2. fail to continue full-time employment with SAISD as a classroom teacher or implementation specialist for three consecutive, complete academic years; or
3. in the event of Default, “Default” is defined as:
	1. my withdrawal from the program without completing the program;
	2. my dismissal from the program at any time for any reason;
	3. my failure to timely obtain the Degree; the required certification; or my choosing to leave full-time employment while I am obtaining the degree and/or during the Term as an SAISD classroom teacher or from the position to which I was promoted;
	4. my employment at SAISD is terminated or non-renewed (other than by reduction in force) during the Term; or
	5. my inability to fulfill the employment component required under this Agreement because of a disciplinary reason)

Notwithstanding the foregoing, my promotion to another position within SAISD during the Term and my continued full-time employment in that position for the duration of the Term will satisfy the employment component required under this Agreement. Additionally, it is understood that the following may justify an inability to complete an academic year or interruption of the required consecutive academic years of service in the Term:

1. Leave under the Family and Medical Leave Act of 1993 (FMLA) pursuant to SAISD Board Policy DECA;
2. Leave on account of temporary disability pursuant to SAISD Board Policy DEC;
3. Long-term military leave pursuant to SAISD Board Policy DECB;

This Agreement: is governed by Texas law without giving effect to its principles of conflicts of law, and venue for enforcement is mandatory in Bexar County, Texas; binds the undersigned and his/her successors and heirs; may not be assigned by the undersigned; constitutes the entire agreement between SAISD and the undersigned with regard to the Agreement’s purpose; and may be amended only by written amendment signed by the undersigned and an authorized representative for SAISD. Except as expressly set forth herein, this Agreement is intended solely to benefit the parties executing same and is not intended to provide or create, either directly or indirectly, any right or benefit for any person or entity not a party to this Agreement.

Agreed and executed this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [NAME]