



# Mountain Phoenix

*community school*

## TEACHER TRAINING TUITION-STIPEND CONDITIONAL AGREEMENT

This Tuition-Stipend Agreement (this “Agreement”) is made effective as of the \_\_\_\_\_ day, of \_\_\_\_\_, 20\_\_\_\_, by Mountain Phoenix Community School Foundation (“MPCS Foundation” or “Foundation”), in support of the Mountain Phoenix Community School, , a Colorado nonprofit corporation and Colorado charter school authorized through the Jefferson County School District, with its principal place of business located at 4725 Miller Street, Wheat Ridge, Colorado 80033 (“School”), and \_\_\_\_\_, a qualified-eligible Classroom Teacher in the employ of School (“Teacher” or “Teacher-Recipient”).

### WITNESSETH:

**WHEREAS**, Teacher, MPCS Foundation and MPCS have expressed an interest in entering into a Teacher Training Tuition-Stipend Conditional Agreement transaction (the “Transaction”) in order to further mutual commitments to each other and contribute to the School’s Mission through support of scholarly and scientific Programs, Teacher and Foundation desire to improve the education of MPCS students and to this end establish certain covenants subject to terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged and intending to be legally binding hereby, Teacher and MPCS Foundation agree as follows:

#### **Section 1. Eligibility**

Teacher is a qualified Lead Classroom Teacher and an Employee in ‘Good Standing,’ (defined and set forth in Section 2. following).

#### **Section 2. Teacher in ‘Good-Standing’**

Teacher has been determined by the School Principal to be meeting or exceeding *both* Teacher performance and professional educational behavior expectations and standards, of MPCS. Such performance and behavioral expectations set forth in the MPCS Employee Handbook and in Employee’s offer letter, if any. Any determination of good standing by MPCS for purposes of this Agreement does not vest Teacher with any rights or guaranty continued employment with MPCS.



# Mountain Phoenix

*community school*

### **Section 3. Approved Teacher Training**

- A. *Rudolf Steiner College in Fair Oaks, California*
- B. *Sunbridge Institute in Chestnut Ridge, New York*
- C. *Rudolf Steiner Centre in Toronto*
- D. *Antioch University in New England*
- E. *Other Programs acknowledged by AWNESA and/or the Director of Education.*

### **Section 4. Tuition Stipend Support**

MPCS Foundation is willing to provide on a *case-by-case* basis a tuition stipend to Teacher for participation in the above Programs on the terms set forth in this Agreement, subject to the following qualifications: (a) Teacher shall timely file a request for a Tuition Stipend by the deadline established by the Foundation and MPCS the “Tuition Stipend Request Letter”); (ii) Teacher shall be in “good standing,” as described in Section 2 above, at the time of the request and the determination by the MPCS Principal shall be made within 5 days of submission of the Request Letter; (iii) Teacher shall satisfactorily complete the portion of the Program for which the Tuition Stipend is applied for and provide evidence of the same to MPCS Foundation and MPCS within 30 days following completion of such portion of the Program; and (iv) Teacher shall comply with the additional conditions set forth in Section 7 below. The amount of the Tuition Stipend shall be 50% of the tuition for the Program, but not to exceed \$4,000 on an annual basis.

If a Tuition Stipend is awarded to a Teacher (a “Teacher-Recipient”), you will be accountable for the remaining tuition balance for the particular Program.

### **Section 5. Tuition Stipend Request Letter; Change in Eligibility**

You have previously submitted within the applicable time frame, a Tuition Stipend Request Letter to the MPCS Principal in order to be considered for the Tuition Stipend. This submission is required each time a Tuition-Stipend is to be considered for you as a Teacher. Conceivably, there may be changes in Teacher eligibility status from year to year. Principal has made and will make subsequent recommendation/s – subject to eligibility, Teacher performance and behavioral expectations as referenced above – as Principal deems appropriate, to the MPCS Foundation.



# Mountain Phoenix

*community school*

## **Section 6. Financial Reporting**

Teacher-Recipient will provide the Foundation with a receipt for tuition paid– this is a condition in order to receive the Tuition-Stipend.

## **Section 7. Additional Obligations**

Because MPCS Foundation sponsors and provides Tuition Stipend funds, it imparts an obligation to you as Teacher-Recipient to pursue a line of scholarly training that typically follows a plan, provides proof of performance, sample work and evaluation, and seeks to meet stated performance goals.

At the completion of the portion of the Program for which the Tuition Stipend is awarded, your obligation for accountability will include preparing and facilitating a presentation to MPCS Faculty that describes your training experience and skills acquired in training within 4 months of completion of the applicable portion of the Program.

As well, the conditional obligations of this Tuition-Stipend obligate you, as the Teacher-Recipient, to continue employment for the number of years stipends were received following the portion of the Program for which the Tuition Stipend is received.

## **Section 8. Indemnification-Repayment**

If payment of the Tuition Stipend has been made by MPCS Foundation hereunder and Teacher-Recipient: (i) fails to provide evidence of satisfactory completion of the portion of the Program, or (ii) fails to timely prepare and provide the staff presentation on the Program as provided in Section 7 above, or (iii) within the MPCS school year following the applicable portion of the Program funded hereunder Teacher-Recipient, voluntarily terminates employment at MPCS, is terminated for cause, or otherwise not renewed per your “at will” employment status (i.e., you may be terminated with or without cause), Teacher-Recipient shall repay the Tuition-Stipend Support by the MPCS Foundation. Repayment of any Tuition-Stipend provided by the MPCS Foundation shall be made by the Teacher-Recipient within 12 months of the earlier of the demand for the same under subsections (i) or (ii) above, or the date of separation from MPCS. Payment shall be made in equal monthly installments based upon the amount owed to MPCS Foundation. No interest will be charged on amounts owing, except as set forth below. The established legal basis for this arrangement is deemed to be repayment of a conditional grant. Any installment not paid within 30 days of when due, or any amounts owing after 12 months will bear statutory interest. Upon a failure to repay the Tuition Stipend by the Teacher Recipient as provided herein, MPCS Foundation may pursue all remedies available at law or in equity.



# Mountain Phoenix

*community school*

## **Section 9. Funds Availability**

MPCS Foundation budgets annually, in order to manage available funds and financial commitments for the following academic year. MPCS Foundation reserves the right to evaluate, the Tuition Stipend support based on other goals and needs of the MPCS Foundation. Award this fiscal year of a Tuition Stipend is no guaranty or promise by the Foundation to provide tuition stipends or assistance in any future year.

## **Section 10. Miscellaneous**

A. **Good Faith; Entirety of Agreement.** The spirit of mutual trust and confidence and of good faith and fair dealing of each Party is the underlying principle of this Agreement and shall be the essence – assuming positive intent – in the interpretation of the terms hereof. The Parties to this Agreement have not made any other representations or promises other than provided herein.

B. **Notices:** All notices under this Agreement shall be in writing and shall be given by deposit in the United States mail by certified mail addressed at the address set forth below, or delivered personally. Notices shall be deemed received upon actual receipt or refusal or posting.

C. **Governing Law; Attorneys' Fees.** This Agreement shall be governed by the laws of the State of Colorado. The prevailing party in any dispute regarding this Agreement shall be awarded its reasonable attorneys' fees in addition to any other damages or awards.

D. **Binding Effect; Modification.** This Agreement shall be binding upon and shall inure to the benefit of Foundation and Teacher-Recipient and their respective heirs, personal representatives, legal representatives, successors and assigns. This Agreement may not be modified except by a writing signed by both parties.

E. **Counterparts.** This Agreement may be executed in counterparts, each of which will constitute an original and all of which together shall constitute one document.



**Mountain Phoenix**  
*community school*

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the day and year first written.

**ACCEPTED AND AGREED:**

**MPCS Teacher-Recipient of Conditional Tuition-Stipend:** \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
Signature of Teacher-Recipient

Date: \_\_\_\_\_

**MPCS Foundation Representative:** \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
Signature

MPCS Foundation Representative Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MPCS Governing Council Representative:** \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
Signature

MPCS Governing Council Representative Title: President

Date: \_\_\_\_\_

**Mountain Phoenix Community School Principal:** \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_