TUITION REIMBURSEMENT AGREEMENT

This Tuition Reimbursement Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, between HighMark Charter School, a Utah nonprofit corporation (the “School”), and David Strait, an individual (the “Teacher”).

Recitals

A. The School operates a charter school in South Weber, Davis County, Utah.

B. The Teacher is currently employed with the School as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

C. The Teacher desires the School’s financial assistance to obtain the following additional education in order to improve the Teacher’s skill and professional competence: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[clearly specify the course(s), program, degree, certification, as applicable, and the institution]] (the “Coursework”).

D. The School desires to reimburse the Teacher’s tuition and, in connection therewith, to provide an incentive for the Teacher to continue to work at the School thereafter.

E. The School and the Teacher desire to enter into this Agreement in order to carry out that intent.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the parties hereto, the School and the Teacher agree as follows:

1. The Teacher will satisfactorily complete the requirements associated with the Coursework within \_\_\_\_\_\_\_\_\_\_\_\_ months from the date of this Agreement.

2. The Principal must approve each course for which the teacher will seek reimbursement to ensure that it is job related or an elective required for a degree program.

3. The School will reimburse the Teacher’s tuition for the Coursework when the Teacher:

(a) Provides evidence of completion of the course with a passing mark of B or better.

(b) Provides an itemized receipt of the payment of tuition.

(c) Passes the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Praxis exam. [[include this if applicable]]

4. If the Teacher’s employment at the School is terminated (voluntarily or involuntarily) for any reason within three (3) years following the most recent reimbursement of tuition or the Teacher fails to satisfactorily complete the Coursework within the required time frame set forth in Section 1, above, the Teacher must repay the tuition paid by the School pro rata based on the number of years worked for the School from the most recent reimbursement.

5. The Teacher acknowledges that this Agreement does not guarantee the Teacher employment with the School.

The Parties have executed this Agreement as of the date first set forth above.

The School:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board President

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal

The Teacher:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

David Strait