

## **MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding** (the “**MOU**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between **Mountain Heights Academy**, a Utah nonprofit corporation (“**Mountain Heights**”), and **ThrivePoint Academy of Utah**, a Utah nonprofit corporation (“**ThrivePoint**”).

### **Recitals**

- A. Mountain Heights has received a charter from the Utah State Charter School Board to operate an online charter school in Utah.
- B. ThrivePoint has received a charter from the Utah State Charter School Board to operate a charter school in Utah that serves students in grades 7-12 and is located in West Jordan, Utah.
- C. ThrivePoint offers a non-traditional school setting geared to serve students who may require or succeed better in alternative education settings other than traditional school environments.
- D. From time to time, Mountain Heights may determine, in consultation with a student (or students) and the families or legal guardians of such student(s), that such student(s) may benefit from ThrivePoint’s services, programs and environment as an alternative to those provided at Mountain Heights.
- E. Mountain Heights and ThrivePoint now desire to have a mutual understanding regarding enrollment recommendations to ThrivePoint for certain Mountain Heights enrolled students, subject to the terms and conditions set forth herein.

### **Agreement**

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

#### **1. Enrollment Recommendations for Mountain Heights Students.**

- a. ThrivePoint acknowledges and agrees that Mountain Heights Academy, in its reasonable judgment after consideration of all relevant factors, may suggest to

certain Mountain Heights Academy enrolled students (an “**MHA Student**”) and their parents or legal guardians to consider the services and opportunities that ThrivePoint offers, and may recommend ThrivePoint as an alternative option to an MHA Student’s continued enrollment at Mountain Heights.

- b. ThrivePoint agrees to use commercially reasonable efforts to offer enrollment to MHA Student applicants, subject at all times to the Utah Charter School Act, Utah Code Section 53G-6-501, ThrivePoint’s enrollment capacity and policies, and other applicable laws and regulations. Notwithstanding anything herein to the contrary, no recourse shall be had against TPAU or any of its representatives or affiliates in the event an MHA Student’s application or enrollment is denied for any reason.
- c. The parties acknowledge and agree that MHA Students and their families are solely responsible for the decision of which school to attend or apply to according to their individual needs and circumstances, and that the referral from Mountain Heights Academy to ThrivePoint is merely intended to educate such students and their families about alternative resources and opportunities that Mountain Heights Academy considers as potentially suitable for such MHA Student’s long-term needs and goals.
- d. In the event an MHA Student ultimately elects to apply and is selected to enroll at ThrivePoint, the parties agree to comply with all applicable laws, and that such student may be enrolled in accordance with such applicable laws and ThrivePoint’s enrollment policies and procedures. No presumption shall be implied that such election or subsequent enrollment was the direct result of Mountain Heights’s actions or communications hereunder
- e. In the event a student who is enrolled at ThrivePoint later elects to disenroll from ThrivePoint and re-enroll at Mountain Heights Academy, the parties agree to comply with all applicable laws with respect to such disenrollment, and that such student may be re-enrolled with Mountain Heights in accordance with such applicable laws and Mountain Heights’s enrollment policies and procedures. No presumption shall be implied that such election or subsequent enrollment was the direct result of ThrivePoint’s actions or communications hereunder.

The parties have executed this Memorandum of Understanding as of the date first set forth above.

**Mountain Heights Academy**, a Utah non-profit corporation

\_\_\_\_\_  
Name:\_\_\_\_\_

Title:\_\_\_\_\_

**ThrivePoint Academy of Utah**, a Utah non-profit corporation

\_\_\_\_\_  
Name:\_\_\_\_\_

Title:\_\_\_\_\_