

**MOUNTAIN HEIGHTS ACADEMY  
BOARD OF TRUSTEES MEETING**

**Time:** 9:30AM

**Date:** June 17, 2026

**Location:** 9067 S 1300 W, West Jordan, UT 84088



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**AGENDA**

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**CALL TO ORDER**

**PUBLIC COMMENT** (limited to three minutes each)

**CONSENT ITEMS**

- April 28, 2026 Board Meeting Minutes

**CLOSED SESSION** - to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(I)(a) and to discuss pending or reasonably imminent litigation pursuant to Utah Code 52-4-205(I)(c).

**VOTING AND DISCUSSION ITEMS**

- Director Employment Agreement
- 2026/2027 Proposed Budget
- 2025/2026 Amended Budget
- Audit Engagement Letter
- Board Member Terms & Elected Offices
- Award RFP for Education Service Provider
- Tuition Reimbursement
- OpenLMS Contract
- eLuma Contract
- Sex Education Committee
- SHiNE Policy
- Attendance Policy
- Scholarship Policy

**REPORTS**

- Directors Report
  - Wellness Report
  - Positive Behaviors Plan Report
  - Math Competency Report
- Finance Report
  - Annual Commitment to Ethical Behavior
  - Fraud Risk Assessment

**CALENDARING**

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.

- Annual Board Meeting Calendar
- Opening Day Professional Development – August 18<sup>th</sup>

## **ADJOURN**

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.



# MOUNTAIN HEIGHTS ACADEMY BOARD OF TRUSTEES MEETING



## EXECUTIVE SUMMARY

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### **DIRECTOR EMPLOYMENT AGREEMENT**

The Board reviews and approves the Director's annual employment agreement to ensure compensation is appropriate and aligned with organizational performance. This process includes reviewing salary and compensation details, using a standard HR-provided agreement template, and discussing terms in a closed session. The Board determines performance pay and any end-of-year bonuses before formally approving and signing the agreement. Finalized documents are submitted to HR, and compensation records are updated accordingly to ensure accuracy and compliance.

**Action:** Board Vote

### **2026/2027 PROPOSED BUDGET**

This proposed budget is balanced and designed to support the School's mission while ensuring compliance with all financial policies and regulations. Board review and approval are requested to authorize implementation for the upcoming fiscal year.

**Action:** Board Vote

### **2025/2026 AMENDED BUDGET**

This budget amendment reflects final adjustments to the prior school year's financials based on actual revenues and expenditures. Variances from the originally approved budget are primarily due to changes in enrollment, program costs, staffing adjustments, and unanticipated expenses and/or savings realized throughout the year. Board approval of this amendment is requested to formally adopt the revised figures and close out the prior fiscal year in accordance with standard financial governance practices.

**Action:** Board Vote

### **AUDIT ENGAGEMENT LETTER (STATEMENT OF WORK)**

Eide Bailly is a regional certified public accounting firm that has performed the school's audit attestation services in prior years. Such attestation services include the audited financial statements, agreed-upon procedures for student enrollment, state compliance procedures, and possibly a single audit. A single audit will be required if the school incurs more than \$1M in federal expenditures. Each year the school is required to approve the services. If approved, audit engagement letters will be provided for the board president's or Director's signature.

**Action:** Board Vote, designee to sign at later date

## **BOARD MEMBER TERMS & ELECTED OFFICES**

The Board regularly reviews member terms to ensure continuity, effective governance, and compliance with bylaws. As terms expire, the Board may fill vacancies or reappoint members willing to continue serving.

**Action:** Board Vote

## **AWARD RFP FOR EDUCATION SERVICE PROVIDER**

The Evaluation Committee recommends to the school's Board of Directors that it award the contract for Education Service Provider services to [Vendor Name] for a period of 5 years.

**Action:** Board Vote

## **TUITION REIMBURSEMENT**

**JULIE CRISP:** Julie is one of our math teachers working toward a Master's of Ed at WGU. The total amount requested for the next semester is \$1674 for two classes in pedagogy and research.

**CAITLIN MALASKA:** Caitlin is one of our CTE teachers working toward a Master's of Ed Tech at WGU. The total amount requested for the next semester is \$1302 for three classes in ed tech, assessment and design.

**Action:** Board Vote

## **OPENLMS CONTRACT**

OpenLMS houses all of the school's courses. Mountain Heights Academy has opted for a three-year contract for lower pricing. The total for the three years is \$68,121.51. The first installment is due in July.

**Action:** Board Vote

## **SEX EDUCATION COMMITTEE**

The School's Board of Directors will review and approve the membership of the committee on or before August 1 each year. This committee shall be composed of parents, health professionals, school health educators, and administrators, with at least as many parent members as school employee members.

**Action:** Board Vote

## **SHINE POLICY**

By law, the school must update or re-approve its SHiNE Policy annually. There are no changes recommended with respect to the school's designated high-needs areas. However, in consultation with accounting and legal, some proposed provisions have been added to the policy regarding payment of the salary supplement in certain circumstances, including: (a) if an eligible teacher's employment with the school ends before the salary supplement is paid (e.g., a teacher quits or is terminated mid-year), the teacher will receive only a prorated portion of the salary supplement based on the portion of the school year the teacher worked at the school; and (b) if an eligible teacher begins employment with

the school after the certified list of salary supplement recipients is finalized, the teacher is not automatically entitled to a salary supplement but the administrator may in their discretion and subject to SHiNE funding award the teacher a prorated salary supplement. A couple other minor revisions to the policy are recommended as well.

**Action:** Board Vote

### **ATTENDANCE POLICY**

The school's Attendance Policy has been revised to better reflect that the school operates a learner validated program instead of an attendance validated program. Administration has also revised the school's attendance procedures so that they meet all learner validated program requirements.

**Action:** Board Vote

### **SCHOLARSHIP POLICY**

This policy authorizes the School to award modest, merit-based scholarships given as cash awards recognizing student achievement or offsetting educational expenses. Awards must be based on objective merit criteria (achievement, performance, service, leadership, etc.) and, per Utah rule R277-417, may **not** be used as an incentive for enrollment or as compensation for participating in School programs or activities. The Director may establish scholarship programs and their eligibility/selection procedures, and all disbursements must follow the School's Purchasing and Disbursement Policy.

**Action:** Board Vote

### **ELUMA CONTRACT**

ELUMA provides the related services as required in student IEPs or recommended by school counselors. Services include speech language, occupational, behavioral, and mental health therapies. The contract is for up to \$314,219.90, based on this year's usage. Since ninety-five percent of our students on IEPs are returning next year, we will need a similar number of hours.

**Action:** Board Vote

### **DIRECTORS REPORT**

See board documentation for most up to date report. This report will include the Wellness Report, Positive Behaviors Plan Report, and Math Competency Report.

**Action:** No action needed

### **FINANCE REPORT**

See board documentation for most up to date report.

**Action:** No action needed

### **ANNUAL COMMITMENT TO ETHICAL BEHAVIOR**

Annually, board members commit to abiding the school's ethics policy and to always engage in ethical behavior, conducting themselves in ways that are

consistent with a high standard of ethics and complying with applicable law. Each board member will sign the commitment after reading the school's ethics policy.

**Action:** *No Board Vote, Board Signatures Required*

## **FRAUD RISK ASSESSMENT**

Utah charter schools are required to complete an annual Fraud Risk Assessment as mandated by the Utah Office of the State Auditor. The purpose of the assessment is to evaluate the school's internal controls and identify areas of potential financial risk or vulnerability. Areas reviewed include separation of duties, financial oversight practices, employee training, purchasing procedures, and safeguards designed to prevent misuse of public funds. The assessment results in a risk score that helps schools and governing boards better understand their overall fraud risk exposure and identify opportunities for improvement. Completing the assessment also helps demonstrate the school's commitment to financial transparency, accountability, and compliance with state requirements.

**Action:** *Signature Needed*

**MOUNTAIN HEIGHTS ACADEMY  
BOARD OF TRUSTEES MEETING**

**Date:** April 28, 2026

**Location:** Electronic Board Meeting

**In Attendance:** Kari Malkovich, Wade Glathar, Kara Finley, Royce Kimmons

**Excused Board Members:** Jen Robison

**Others In Attendance:** DeLaina Tonks, Priscilla Stringfellow, Hannah Dorius, Sarah Lyons, Tom Rupp, Lily Peterson, Gabe Clark, Jayne Jones, Matilda Kynaston, Lily Peterson, Reid Simmons, Tayah



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**MINUTES**

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**CALL TO ORDER**

Kari Malkovich called the meeting to order at 12:01PM.

**REPORTS**

- **Directors Report**  
Students in the English Quest competition were presented by Jayne Jones and Sarah Lyons. Each year they participate in a conference called StoryCon. Student authors enter into several competitions. The students go through a mock traditional publishing process. The board congratulated the students on their accomplishments.

Reid Simmons, Tayah, Matilda Kynaston, Sarah Lyons, and Lily Peterson left the meeting at 12:09PM.

**PUBLIC COMMENT**

There was no public comment.

**CLOSED SESSION-** to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a) and to discuss the purchase, exchange, or lease of real property pursuant to Utah Code 52-4-205(1)(d).

*At 12:10PM Wade Glathar made a motion to move into closed session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a), located at the Mountain Heights Academy offices. Royce Kimmons seconded. Votes were as follows: Kari Malkovich, Aye; Wade Glathar, Aye; Royce Kimmons, Aye; Kara Finley, Aye. Motion passed unanimously.*

*At 12:27PM Kara Finley made a motion to move out of closed session. Wade Glathar seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Royce Kimmons, Aye; Kara Finley, Aye; Wade Glathar, Aye.*

**CONSENT ITEMS**

- February 27, 2026 Board Meeting Minutes

*Kara Finley made a motion to approve the February 27, 2026 board meeting minutes. Wade Glathar seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Wade Glathar, Aye; Kara Finley, Aye; Royce Kimmons, Aye.*

## **VOTING AND DISCUSSION ITEMS**

- **TSSA Plan 2026-2027**

The TSSA Plan is required to be reviewed and approved annually. The plan outlines how funds will be allocated to support student achievement and teacher effectiveness, with periodic amendments made as needed to align spending with identified priorities and address evolving school needs. The TSSA plan is now aligned with the previously approved strategic plan.

*Royce Kimmons made a motion to approve the TSSA Plan 2026-2027. Wade Glathar seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.*

- **Paraeducator Coordinator/Instructional Coach Agreement and Compensation**  
This item was discussed in closed session.

*Wade Glathar made a motion to approve the Paraeducator Coordinator/Instructional Coach Agreement and Compensation. Kara Finley seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.*

- **Helpside Professional Employer Agreement**

Hannah Dorius explained that Helpside is the employee benefits platform that MHA has been using for the last five years, and the contract is due for renewal. The terms of the new agreement are consistent with the expiring agreement.

*Kara Finley made a motion to approve the Helpside Professional Employer Agreement. Wade Glathar seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.*

- **Travel Policy**

Hannah Dorius presented the proposed amendment to the Travel Policy, which adds mileage reimbursement for the Student Success Team home visits at the IRS standard mileage rate. All other provisions of the policy remain unchanged.

*Wade Glathar made a motion to approve the Travel Policy. Kara Finley seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.*

- **Policy Committee**

Kara Finley was appointed to fill the open seat on the Policy Committee, joining Wade Glathar. The Policy Committee reviews all amendments to current policies and new

policies being presented to the full board.

*Royce Kimmons made a motion to approve the appointment of Kara Finley to the Policy Committee. Wade Glathar seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.*

- **Genius SIS Standard Agreement 2023-2026 + Two-Year Extension**  
Dr. Tonks presented the agreement. Genius SIS is the student information system platform. It integrates with Open LMS, the school's learning management system. The current agreement is being extended for two years, until 2028, at which time the school will begin the RFP process.

*Kara Finley made a motion to approve the Genius SIS Standard Agreement 2023-2026 + Two-Year Extension. Wade Glathar seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.*

- **Tuition Reimbursements**  
Mary Mecham and Julie Crisp are furthering their education to support students. Mary Mecham is requesting a reimbursement to complete her Master's of Ed Tech. Julie Crisp is requesting a reimbursement for a School Law class as she completes her Master's of Education.

*Wade Glathar made a motion to approve the Tuition Reimbursements for Mary Mecham and Julie Crisp. Kara Finley seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.*

- **MHA Organization Chart 2026-2027**  
Dr. Tonks presented the 2026-2027 organization chart and announced Lisa Boucher as the newest Assistant Director. Ms. Boucher has previously served MHA as a parent, ELA teacher, Department Team Lead, and Teacher on Special Assignment. With the school engaging about 3,000 students per year, additional administrative support will be helpful. The MHA organizational chart is an informational item for the board.
- **Replacement Teacher Desktop Devices**  
Teacher computers are due to be updated. The current desktop computers are starting to break down and replacements are in order. This proposal is to purchase 130 teacher devices at a total cost of \$125,838.70.

*Wade Glathar made a motion to approve the Replacement Teacher Desktop Devices for \$125,838.70. Kara Finley seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.*

- **Updated/Upgraded Student Laptops**  
Curriculum development for a game design course requires more robust tools. This

covers the additional tools to run the industry standard devices. Total cost is \$103,380.

*Royce Kimmons made a motion to approve the Updated/Upgraded Student Laptops up to. Kara Finley seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.*

- **Math Support Tools**

- Thinkverse
- Pearson MyMathLab

Dr. Tonks presented Thinkverse and MyMathLab as evidence-based math support tools recommended by the math team for the 2026-2027 school year. Total cost is \$30,000 for Thinkverse and \$60,000 for MyMathLab.

*Wade Glathar made a motion to approve the Math Support Tools: Thinkverse at \$30,000 & Pearson MyMathLab at \$60,000. Royce Kimmons seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.*

## **REPORTS**

- **Directors Report**

Dr. Tonks presented the Directors Report to the board, sharing positive feedback from both employees and students. MHA was represented at the One Kind Act a Day Kindness Summit. Currently, enrollment has increased for the 2026/2027 school year. Mountain Heights Academy Annual Performance Determination data was presented to the board. Board members were invited to several end-of-year celebrations.

## **CALENDARING**

- **Board Meetings**
  - Next meeting: June 17, 2026

Wade Glathar left the meeting at 1:08PM.

## **ADJOURN**

*At 1:09PM Royce Kimmons motioned to adjourn the meeting. Motion passed.*



**MOUNTAIN HEIGHTS ACADEMY  
BOARD OF TRUSTEES  
CLOSED SESSION STATEMENT**



**Date:** April 28, 2026

**Location:** Electronic Board Meeting

**CLOSED SESSION SWORN STATEMENT:**

At a duly noticed public meeting held on the date listed above, the board of directors for Mountain Heights Academy entered into a closed session for the sole purpose of discussing the character, professional competence, or physical or mental health of an individual in accordance with Utah Code Ann. 52-4-205(1)(a) and to discuss the purchase, exchange, or lease of real property pursuant to Utah Code 52-4-205(1)(d).

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the 28<sup>th</sup> day of April, 2026.

A handwritten signature in black ink, appearing to read "Kari Malkovich", is written over a horizontal line.

Kari Malkovich, Board President



**Director**  
**Job Duties and Responsibilities**

1. Director (the “Employee”) shall perform the duties and responsibilities that are usual and customary to the position.
2. The Employee shall use his/her best efforts in serving the School.
3. The Employee shall support the policies, curriculum, mission, administration, and governing board of the School.
4. The Employee may not engage in any outside employment that would impact his/her ability to perform these duties and responsibilities or adversely reflect upon the School.
5. The Employee is expected to work the necessary hours, including some evenings and weekends, to achieve school goals.
6. The Employee shall refrain from using the School’s name for any purpose without the express permission of the Board of Directors.
7. The Employee shall act in a professional, respectful manner whenever conducting school business, or when it is reasonably expected the Employee would be viewed as a representative of the school, whether the Employee is on or off school grounds. The Employee shall also maintain a positive attitude and demeanor at all times when representing the school, both on school property and off school grounds.
8. The Employee shall obtain a background check prior to commencement of any duties.
9. The Employee shall comply with all of the policies set forth in the Handbooks issued by both the School and Helpside and any other policies and procedures established by the Director of the Board of Directors.
10. The Employee shall comply with all applicable state and federal laws in connection with the performance of his/her duties.
11. The Employee shall maintain in the strictest of confidence all personal information regarding any students or employees of the School.
12. The Employee shall perform additional duties as assigned by the Board.
13. The Employee shall carry out the philosophy and curriculum goals of the School, as outlined in the Charter Application approved by the State Charter School Board.
14. The Employee shall assist in the creation, development, and implementation of curriculum that is consistent with the mission and philosophy of the School.



15. The Employee shall ensure that an appropriate student registration process and an appropriate schedule of classes is developed and implemented.
16. The Employee shall ensure that all necessary safety drills and emergency procedures are established, coordinated, and conducted in accordance with state law and best practices.
17. The Employee shall adhere to and responsibly implement the budget adopted by the School's Board of Directors.
18. The Employee shall ensure that the School complies with applicable audit and financial requirements.
19. The Employee shall supervise school-sanctioned fundraising.
20. The Employee shall attend and demonstrate support for school-sponsored events.
21. The Employee shall provide the Board of Directors with regular reports on the academic performance of the School and participate in setting performance goals and objectives for the School.
22. The Employee shall meet and interact with other administrators, students, parents, and representatives of community organizations to help promote the School's goals.
23. The Employee shall have ultimate responsibility for interviewing, hiring, disciplining, and discharging employees.
24. The Employee shall actively work with faculty to develop and maintain high educational standards and set performance goals and objectives.
25. The Employee shall develop an employee evaluation system and shall conduct teacher evaluations regularly in accordance with state and Utah Effective Teaching Standards (UETS) requirements.
26. The Employee shall hold faculty meetings.
27. The Employee shall ensure that all teachers obtain and maintain required certifications and licenses and work toward 100% highly qualified staff.
28. The Employee shall establish an effective professional development system and shall encourage and, when possible, provide opportunities for faculty and staff development aimed at professional growth and maintenance of licenses and certifications.
29. The Employee shall be responsible for the development of good staff morale.
30. The Employee shall maintain a safe learning environment.



## Mountain Heights Academy

LEADERS IN DIGITAL EDUCATION

31. The Employee shall monitor data relating to students' educational progress.
32. The Employee shall utilize best efforts to ensure that students meet or exceed national and state academic standards.

*This Job Description is provided for the Director's information and is not intended to alter the **at-will** nature of the position being offered.*



**Director**  
**Confidentiality Agreement**

1. As an employee of Mountain Heights Academy, I, the undersigned, understand that I will routinely be handling documents that contain sensitive and confidential information. I understand that the student, staff, and faculty records of the schools are kept to enhance student care and that the trust of all the school's students, parents, staff and faculty is vested in me to hold this information in confidence and not to disclose any information from these records.
2. By signing this statement, I hereby agree to conform to these policies and procedures. I understand that both Federal and State laws apply to some incidences of release of information and that violation of the Mountain Heights Academy's policies and procedures may also be a violation of these laws. I accept complete responsibility for my own actions, and I understand that if at any time I violate these guidelines, I am liable to immediate termination as an employee of Mountain Heights Academy. I further understand that I am liable for any claim or legal action brought as a result of a breach of this agreement.
3. I, the undersigned, and Mountain Heights Academy enter into an agreement prohibiting the disclosure of all information of student data and/or student educational records, unless requested by Mountain Heights Academy.
4. I fully understand and agree to be bound by these regulations in perpetuity and recognize that any unauthorized disclosure of this information is unlawful.
5. I fully understand and agree that this agreement does not supersede or amend other agreements between the undersigned and Mountain Heights Academy but constitutes a complementary agreement to show emphasis and importance of these policies and guidelines between the undersigned and to clients of Mountain Heights Academy.



**Director**  
**Compensation and Benefits Term Sheet**

1. This is a Compensation and Benefits Term Sheet entered into between the Director identified below and Mountain Heights Academy (the “**School**”).
2. Employee will be a full-time Director. Board of Directors reserves the right to change grade and teaching assignments as necessary.
3. Director and the School acknowledge that for the period from July 1, 2026, through June 30, 2027, Director will be paid a total salary of **\$177,232.00**.
4. Accordingly, Director will be paid \$7,384.67 per pay period for 24 pay periods with the first pay period being July 15, 2026 and the last pay period being June 30, 2027, for the 2026-2027 academic school year.
5. If you do not elect to receive your pay via direct deposit to your bank account, your pay checks will therefore be mailed to the home address that Helpside has on file for you, which may take up to 7 business days from date of pay to receive. If a check is mailed to you and you do not receive it, you can request that the original check be cancelled and have the check reissued. However, you will be responsible to pay a \$32.00 fee in order to have the new check issued.
6. In addition, Employee will also be paid an employee stipend of **\$1,500.00 per month** (the “Stipend”) starting July 15, 2026, which is subject to payroll tax and income tax withholding. If Employee works through June 30, 2027, Employee will continue to receive this amount through June 30, 2027. If Employee does not work through June 30, 2027, payment of this amount will cease on the termination date.
7. Regularly scheduled pay dates will be in accordance with the School’s practice, as established from time to time, which is currently on the 15<sup>th</sup> day and last day of each month.
8. Group benefit programs offered and administered by the School from time to time are available to the Employee. These programs may include group health insurance, dental insurance, vision insurance, supplemental life insurance, and/or contribution to a 401(k) plan. Summary plan descriptions govern these benefit programs and are available from the School. The School reserves the right to change benefit providers and alter the benefit plans offered.
9. Employee may take a total of **64 hours** of Paid Time Off (“PTO”) from July 1, 2026, through June 30, 2027.

10. If Employee is employed by the School through June 30, 2027, the Employee may cash out any unused PTO at **\$12.50 per hour**. However, unused PTO will not be paid out if the Employee's employment is terminated (voluntary or involuntary), regardless of the reason for termination. If the Employee is employed with the School for the following year, the Employee may carry over to the following academic work year up to sixteen (16) total hours of unused PTO to the following year.
11. In the event Employee was employed with the School during the prior academic work year and has more than **sixteen (16) hours (two (2) days) of PTO** to be carried over to the current academic work year, the Employee must cash out any such unused carryover PTO at a rate of **\$12.50 per hour** so that the Employee has no more than eighty (80) hours of PTO for the current academic work year.
12. However, if Employee requires leave in addition to the agreed-upon PTO hours allotted and any unused PTO that has been rolled over from previous years, Employee may request leave without pay. Should Employee be approved for leave without pay status, Employee's pay for the period they are on leave will be reduced pro rata for the number of full work days missed. Employee may not be approved for leave the first or last week of school.
13. School holidays are established annually by the School's Board of Directors and set forth on the School's academic calendar.
14. Director may be entitled to reimbursement for certifications and/or tuition, but this is at the sole discretion of the Board.
15. Director is employed for an indefinite period and in an at-will capacity. Both the School and the Director retain the right to end the relationship at any time, with or without notice, and for any reason or no reason at all.
16. I agree and acknowledge that any amounts that I owe to the School, including but not limited to any fees or outstanding balances, may be deducted from my final paycheck upon voluntary or involuntary termination of my employment, except to the extent prohibited by federal or state minimum wage laws. If my final paycheck does not fully satisfy the debt that I owe, I acknowledge and understand that I am responsible for all reasonable collection, interest, court fees, attorney fees and any other fees or penalties that would be associated with the collection and settlement of the debt.

*The Director represents and warrants that he/she has carefully read each provision of this Agreement and that he/she fully and completely understands each provision thereof.*

*Although it is intended that the relationship between the Director and the School will grow and be in the best interests of both Director is employed for a(n) indefinite period and in an at will capacity. This means that both the School and the Director retain the right to end the relationship at any time, with or without notice, and for any reason or no reason at all.*



**Acknowledgement of Receipt**

*I acknowledge that I received the Director Job Duties and Responsibilities, Confidentiality Agreement, and the Compensation and Benefits Description contained in this agreement. I represent and warrant that I have carefully read each provision of this agreement, that I fully and completely understand and agree to each provision of this agreement, and that I understand and accept that my employment with the School is for a(n) **indefinite period** and is **at will**.*

DeLaina Tonks

Employee Name (print)

Kari Malkovich

School Representative (print)

Employee Name (signature)

School Representative (signature)

Date

Date



**Mountain Heights Academy**  
**Profit and Loss**  
**FY26-27 Preliminary Budget**

|                               | Year Ending<br>6/30/2025 | Annual<br>6/30/2026 | Annual<br>6/30/2026 | Year Ending<br>6/30/2027 | 7/01/2025 -<br>5/31/2026 |
|-------------------------------|--------------------------|---------------------|---------------------|--------------------------|--------------------------|
|                               | PY Actuals               | CY Approved         | CY Final Budget     | 26-27 Prelim Budget      | CY Actuals YTD           |
| <b>Net Income</b>             |                          |                     |                     |                          |                          |
| Income                        |                          |                     |                     |                          |                          |
| Revenue From Local Sources    | 691,204                  | 472,200             | 504,700             | 474,700                  | 512,853                  |
| Revenue From State Sources    | 12,520,949               | 12,575,126          | 13,457,626          | 13,681,721               | 12,471,106               |
| Revenue From Federal Sources  | 133,925                  | 133,925             | 126,851             | 126,660                  | 0                        |
| Total Income                  | 13,346,078               | 13,181,251          | 14,089,177          | 14,283,081               | 12,983,959               |
| Expenses                      |                          |                     |                     |                          |                          |
| Instruction/Salaries          | 7,575,661                | 8,020,022           | 8,771,679           | 9,118,733                | 7,431,783                |
| Employee Benefits             | 2,352,286                | 2,484,333           | 2,519,489           | 2,728,938                | 2,093,495                |
| Purchased Prof & Tech Serv    | 749,492                  | 800,000             | 860,000             | 870,000                  | 692,839                  |
| Purchased Property Services   | 21,205                   | 259,360             | 286,360             | 277,360                  | 245,222                  |
| Other Purchased Services      | 528,587                  | 525,858             | 583,285             | 617,355                  | 482,247                  |
| Supplies & Materials          | 609,797                  | 706,805             | 766,806             | 605,932                  | 619,511                  |
| Debt Services & Miscellaneous | 251,751                  | 26,500              | 30,500              | 30,000                   | 25,265                   |
| Total Expenses                | 12,088,779               | 12,822,878          | 13,818,119          | 14,248,318               | 11,590,362               |
| <b>Total Net Income</b>       | <b>1,257,299</b>         | <b>358,373</b>      | <b>271,058</b>      | <b>34,763</b>            | <b>1,393,597</b>         |

[Date]

[Client#]

Board of Directors

Client Name

Street Address

City, State Zip

This document constitutes a statement of work ("SOW") under the most recently executed Master Services Agreement ("MSA"), made by and between Eide Bailly LLP ("Eide Bailly", "we," "us," and "our") and [INSERT CLIENT NAME] ("Client," "you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services Eide Bailly will provide for the entity as of and for the year ended June 30, 2025.

Ken Jeppesen is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

### **Scope of Audit Services**

#### *Audit of the Financial Statements*

We will audit the financial statements of governmental activities, business-type activities, aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited.

If presented, we will also evaluate and report on the presentation of supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

#### *Audit of Major Program Compliance*

In addition, we will audit the entity's compliance over major federal award programs, as necessary.

#### *Schedule of Expenditures of Federal Awards*

We will subject the schedule of expenditures of federal awards (SEFA) to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of

expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

### **Audit Objectives**

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. We will not express an opinion or provide any form of assurance on the RSI.

### ***Supplementary Information other than RSI***

Supplementary information other than RSI will accompany [Client]'s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Management's Discussion and Analysis
- Statement of Revenues, Expenditures and Changes in Fund Balance- Budget and Actual- General Fund
- Notes to Required Supplementary Information

### **Auditor Responsibilities, Procedures, and Limitations**

We will conduct our audit in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

#### **Audit of Major Program Compliance**

Our audit of your major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance

requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

- b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- d. For maintaining records that adequately identify the source and application of funds for federally funded activities;
- e. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
- f. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- g. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- h. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
- i. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- j. For taking prompt action when instances of noncompliance are identified;
- k. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- l. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- m. For submitting the reporting package and data collection form to the appropriate parties;
- n. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- o. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit;
  - iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
- p. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- q. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- r. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- s. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- t. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and

- u. For the accuracy and completeness of all information provided.
- v. If applicable, for including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including:
  - i. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - ii. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the supplementary information and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule of expenditures of federal awards will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

Management agrees they are responsible for the distribution of reports issued in conjunction with this engagement to those charged with governance, entity officials, oversight bodies, or other organizations requiring audits, as applicable.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

#### **Responsibilities and Limitations Related to Nonattest Services**

For all nonattest services we may provide to you, management agrees to assume all management responsibilities for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

We will provide the following nonattest services:

- Prepare or assist with the preparation of your financial statements and the related notes.
- Prepare or assist in preparing the government-wide statements and conversion entries and note disclosures.
- Preparation of federal and state income tax returns
- Prepare or assist with the preparation of the schedule of expenditures for federal awards, as necessary.

- Completion of the Auditee's portion of the Data Collection Form, as necessary.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

You are also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

### **Reporting**

We will issue a written report upon completion of our audit of your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Engagement Administration and Other Matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. Details of information we expect to need for our audit and the dates required will be provided separately.



You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

*Government Auditing Standards* require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. The nature of the services to be provided in conjunction with this engagement are such that non-licensee owners may be involved in performing our services.

### **Engagement Fees**

Our fees are based on the amount of time required at various levels of responsibility. We estimate that our fee for the financial statement audit and state compliance procedures will be \$13,600. If a Single Audit is required, these fees will be billed separately. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

### **Changes in Professional Standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

### **Use of Financial Statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' report thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to reissue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will reissue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to reissue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document, and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately.

If we decide to reissue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials, and we will receive a complete set of final documents.

If we decide not to reissue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

#### **Termination**

The engagement contemplated by this SOW shall terminate upon the earlier of completion of the services described herein or as described in the MSA.

#### **Agreement**

We appreciate the opportunity to provide the services described in this SOW under the MSA. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and Eide Bailly related to audit services. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities. By signing this SOW, you represent and warrant that you are authorized to sign on behalf of and bind each client and any affiliate identified herein.

Sincerely,

A handwritten signature in cursive script that reads "Eide Bailly LLP".

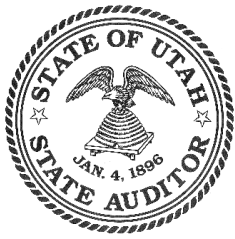
**Eide Bailly LLP**

#### **AGREED TO AND ACCEPTED:**

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

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

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



OFFICE OF THE  
STATE AUDITOR

# Questionnaire

Revised December 2020

## Fraud Risk Assessment

### INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

# Fraud Risk Assessment

Continued

\*Total Points Earned: \_\_\_\_/395 \*Risk Level: Very Low Low Moderate High Very High  
> 355 316-355 276-315 200-275 < 200

|                                                                                                                                                                                                                                                                                                                                                                                   | Yes | Pts |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
| 1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?                                                                                                                                                                                                                          | 200 | 200 |
| 2. Does the entity have governing body adopted written policies in the following areas:                                                                                                                                                                                                                                                                                           |     |     |
| a. Conflict of interest?                                                                                                                                                                                                                                                                                                                                                          | 5   | 5   |
| b. Procurement?                                                                                                                                                                                                                                                                                                                                                                   | 5   | 5   |
| c. Ethical behavior?                                                                                                                                                                                                                                                                                                                                                              | 5   | 5   |
| d. Reporting fraud and abuse?                                                                                                                                                                                                                                                                                                                                                     | 5   | 5   |
| e. Travel?                                                                                                                                                                                                                                                                                                                                                                        | 5   | 5   |
| f. Credit/Purchasing cards (where applicable)?                                                                                                                                                                                                                                                                                                                                    | 5   | 5   |
| g. Personal use of entity assets?                                                                                                                                                                                                                                                                                                                                                 | 5   | 5   |
| h. IT and computer security?                                                                                                                                                                                                                                                                                                                                                      | 5   | 5   |
| i. Cash receipting and deposits?                                                                                                                                                                                                                                                                                                                                                  | 5   | 5   |
| 3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?                                                                                                                                                                                                                                                     | 20  | 20  |
| a. Do any members of the management team have at least a bachelor's degree in accounting?                                                                                                                                                                                                                                                                                         | 10  | 10  |
| 4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?                                                                                                                                                                                                                                                        | 20  | 20  |
| 5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training ( <a href="http://training.auditor.utah.gov">training.auditor.utah.gov</a> ) within four years of term appointment/election date? |     | 20  |
| 6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?                                                                                                                                                                  | 20  | 20  |
| 7. Does the entity have or promote a fraud hotline?                                                                                                                                                                                                                                                                                                                               | 20  | 20  |
| 8. Does the entity have a formal internal audit function?                                                                                                                                                                                                                                                                                                                         | --  | 20  |
| 9. Does the entity have a formal audit committee?                                                                                                                                                                                                                                                                                                                                 | 20  | 20  |

\*Entity Name: Mountain Heights Academy

\*Completed for Fiscal Year Ending: June 30, 2026 \*Completion Date: \_\_\_\_\_

\*CAO Name: DeLaina Tonks \*CFO Name: Jen Robison

\*CAO Signature: \_\_\_\_\_ \*CFO Signature: \_\_\_\_\_

\*Required

# Basic Separation of Duties

See the following page for instructions and definitions.

|                                                                                                                                                                                                                                                         | Yes | No | MC* | N/A |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|-----|-----|
| 1. Does the entity have a board chair, clerk, and treasurer who are three separate people?                                                                                                                                                              | X   |    |     |     |
| 2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?                                                                                                      | X   |    |     |     |
| 3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".                                                                      |     |    |     | X   |
| 4. Are all the people who have access to blank checks different from those who are authorized signers?                                                                                                                                                  |     | X  | X   |     |
| 5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?                                                          | X   |    |     |     |
| 6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?                                                                                               | X   |    |     |     |
| 7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".                                                                                | X   |    |     |     |
| 8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".                                                      | X   |    |     |     |
| 9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A". | X   |    |     |     |
| 10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?                                                                                                                        | X   |    |     |     |
| 11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".                                                                                                            | X   |    |     |     |
| 12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".                                                                                                           | X   |    |     |     |

\* MC = Mitigating Control

# Basic Separation of Duties

## Continued

**Instructions:** Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

## Definitions:

**Board Chair** is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

**Clerk** is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

**Chief Administrative Officer (CAO)** is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

**General Ledger** is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

**Mitigating Controls** are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

**Original Bank Statement** means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

**Treasurer** is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

## Board Member Annual Commitment to Ethical Behavior

I understand that as a board member of Ascent Academies of Utah I should always engage in ethical behavior. I have read the school's Ethics Policy and am committed to abiding by the policy, conducting myself consistent with high standards of ethics, and complying with applicable law.

Signature \_\_\_\_\_  
Board Member Name

\_\_\_\_\_  
Date

Signature \_\_\_\_\_  
Board Member Name

\_\_\_\_\_  
Date

Signature \_\_\_\_\_  
Board Member Name

\_\_\_\_\_  
Date

Signature \_\_\_\_\_  
Board Member Name

\_\_\_\_\_  
Date

Signature \_\_\_\_\_  
Board Member Name

\_\_\_\_\_  
Date

Signature \_\_\_\_\_  
Board Member Name

\_\_\_\_\_  
Date

Signature \_\_\_\_\_  
Board Member Name

\_\_\_\_\_  
Date

# **MOUNTAIN HEIGHTS ACADEMY BOARD MEMBER TERMS & ELECTED OFFICERS**

## **Board terms:**

1. Kari Malkovich (Chair)
  - a. Term Expires: 06/30/2027
2. Royce Kimmons (Vice Chair)
  - a. Term Expires: 06/30/2028
3. Jen Robison (Financial Coordinator)
  - a. Term Expires: 06/30/2027
4. Wade Glathar (Board Member)
  - a. Term Expires: 06/30/2027
5. Kara Finley (Board Member)
  - a. Term Expires: 12/12/2028



Justification Statement  
RFP for Educational Service Provider

Mountain Heights Academy (“MHA” or the “School”) issued an RFP on 05/12/2026 to solicit proposals for an educational services provider (ESP). One of the purposes of the RFP was to seek proposals from an ESP to provide human resource management, legal compliance, policy implementation, ongoing board support and training, record keeping, USBE reporting, school administrator guidance/support, and ongoing guidance on best educational practices. MHA received one proposal in response to the RFP.

MHA formed two committees to evaluate proposals – an Evaluation Committee and a Cost Evaluation Committee. The Evaluation Committee included Kari Malkovich, Royce Kimmons, and DeLaina Tonks. The Cost Evaluation Committee included Jen Robison and Steve Davis. The Evaluation Committee, independent of the Cost Evaluation Committee, evaluated and scored the non-cost portion of the proposal on June 10, 2026. The Cost Evaluation Committee, independent of the Evaluation Committee, evaluated and scored the cost portion of each proposal on June 12, 2026. The non-cost and cost scores for each proposal were then combined.

The Committees evaluated and scored the proposal based upon the criteria outlined in the RFP. The categories under which the criteria were evaluated and scored include the following: the offeror’s experience and qualifications (20 points possible); the offeror’s scope of services (30 points possible); the offeror’s quality of references (10 points possible); the offeror’s RFP proposal specifications compliance (10 points possible); and the offeror’s pricing proposal (30 points possible). MHA believes that evaluating the proposal under the above categories and their respective point allocations is reasonable and will serve the best interests of the School. The categories and point allocations balance well MHA’s responsibility to serve the interests of the School and to use public funds responsibly. They demonstrate that MHA is dedicated to achieving the School’s student-centered mission each school year, but they also show that MHA is also appropriately concerned about costs and is committed to using outside contractors who are qualified, experienced, and able to meet the School’s needs at a reasonable price.

Academica West submitted a proposal in response to the RFP and its proposal received a very high point total. It met the criteria in the RFP. Academica West’s proposal received a score of 99 out of 100 points.

The Evaluation Committee decided that Academica West’s proposal provides the best value to MHA and meets the School’s educational service provider needs. Among other things, Academica West’s proposal demonstrates that they have an excellent, experienced, and knowledgeable team, who understands MHA’s mission, vision, processes, and brand; and an educational philosophy that matches MHA’s.

After the evaluations were completed, the Evaluation Committee made a recommendation to MHA’s Board of Directors (the “Board”) to award the contract to Academica West. The Board agrees with the recommendation. As a result, the Board plans to enter into a written contract with Academica West.

---

Kari Malkovich, Board Chair

---

Date

### **Criteria Unrelated to Cost**

**A. Offeror's Experience and Qualifications (20 points):** This criterion is based on the responsiveness to the questions contained in Section V(B)(1) and (1)(a)-(b).

1. This criterion involves the overall depth and quality of the offeror's experience demonstrated by overall years of experience in management, number of client schools, length of contractual relationships, and financial stability of client schools. **10/10 points**

*Academica West works with 20 LEAs, 26 schools, 18,000 students. No AW school has been placed on probation by the SCSB since AW's founding in 2002.*

2. This criterion involves the demonstrated qualifications of the offeror's personnel. **10/10 points**

*AW's staff have breadth and depth in all of the areas we requested. There are no identifiable gaps in their knowledge base.*

### **B. Scope of Services (30 points total):**

1. **General and Business Services (10/10 points).** This criterion is based on the responsiveness to the questions contained in Section V(B)(2)(a)-(c).

*Each of the questions was answered with an appropriate amount of detail and provides confidence in AW's abilities to perform the duties required.*

2. **Financial Support & Services (10/10 points).** This criterion is based on the responsiveness to the questions contained in Section V(B)(2)(d)-(e).

*Each of the questions was answered with an appropriate amount of detail and provides confidence in AW's abilities to perform the duties required.*

3. **School Support (9/10 points).** This criterion is based on the responsiveness to the questions contained in Section V(B)(2) and Section V(B)(2)(f)-(j).

*Each of the questions was answered with an appropriate amount of detail and provides confidence in AW's abilities to perform the duties required.*

**C. Quality of References: (10/10 points):** This criterion is based on the information obtained regarding the quality of the offeror's services from the references provided. Information obtained from references that are Utah charter schools currently working with the offeror will be weighted more heavily.

*Each of the references listed is a medium to high-performing charter school.*

**D. RFP Proposal Specifications Compliance (10/10 points):** This criterion is based on how well the offeror complied with the RFP requirements and provided a detailed response to each item contained in the Proposal Specifications.

Scores:

- A. 20/20
  - B. 29/30
  - C. 9/10
  - D. 10/10
- 69/70 total points

**Criteria Related to Cost\***

**E. Cost (30 points):** This criterion is based on the fee proposed in Section V(B)(3) and other financial analysis (example: Section V(B)(4)) as deemed necessary in light of the proposed scope of service.

Score: 30/30

**Total points available based on Evaluation Criteria: 99/100 points**

\* **NOTE:** Cost is evaluated and scored independently from the substantive evaluation factors.

### **Criteria Unrelated to Cost**

**A. Offeror's Experience and Qualifications (20 points):** This criterion is based on the responsiveness to the questions contained in Section V(B)(1) and (1)(a)-(b).

1. This criterion involves the overall depth and quality of the offeror's experience demonstrated by overall years of experience in management, number of client schools, length of contractual relationships, and financial stability of client schools. **10/10 points**

*Academica West works with 20 LEAs, 26 schools, 18,000 students. No AW school has been placed on probation by the SCSB since AW's founding in 2002.*

2. This criterion involves the demonstrated qualifications of the offeror's personnel. **10/10 points**

*AW's staff have breadth and depth in all of the areas we requested. There are no identifiable gaps in their knowledge base.*

### **B. Scope of Services (30 points total):**

1. **General and Business Services (10/10 points).** This criterion is based on the responsiveness to the questions contained in Section V(B)(2)(a)-(c).

*Each of the questions was answered with an appropriate amount of detail and provides confidence in AW's abilities to perform the duties required.*

2. **Financial Support & Services (10/10 points).** This criterion is based on the responsiveness to the questions contained in Section V(B)(2)(d)-(e).

*Each of the questions was answered with an appropriate amount of detail and provides confidence in AW's abilities to perform the duties required.*

3. **School Support (9/10 points).** This criterion is based on the responsiveness to the questions contained in Section V(B)(2) and Section V(B)(2)(f)-(j).

*Each of the questions was answered with an appropriate amount of detail and provides confidence in AW's abilities to perform the duties required.*

**C. Quality of References: (10/10 points):** This criterion is based on the information obtained regarding the quality of the offeror's services from the references provided. Information obtained from references that are Utah charter schools currently working with the offeror will be weighted more heavily.

*Each of the references listed is a medium to high-performing charter school.*

**D. RFP Proposal Specifications Compliance (10/10 points):** This criterion is based on how well the offeror complied with the RFP requirements and provided a detailed response to each item contained in the Proposal Specifications.

Scores:

- A. 20/20
  - B. 29/30
  - C. 9/10
  - D. 10/10
- 69/70 total points

**Criteria Related to Cost\***

**E. Cost (30 points):** This criterion is based on the fee proposed in Section V(B)(3) and other financial analysis (example: Section V(B)(4)) as deemed necessary in light of the proposed scope of service.

**Total points available based on Evaluation Criteria: 100 points**

**\* NOTE:** Cost is evaluated and scored independently from the substantive evaluation factors.

**Mountain Heights Academy  
Tuition Reimbursement Policy  
Adopted: October 11, 2019**

**PURPOSE**

Mountain Heights Academy (the “School”) believes that the School and its students benefit when employees develop and improve their knowledge and skills. Obtaining additional education can increase teaching abilities and professional competence. The School therefore desires to identify the conditions upon which the School is willing to reimburse School employees for tuition paid in order to obtain education that will improve their ability to serve the School and its students.

**POLICY**

The School may reimburse tuition for School employees if the following conditions are satisfied:

- (1) The employee has been employed by the School for at least one (1) year.
- (2) The tuition is for courses that are either (a) job related, meaning the course will result in increased knowledge and skill, is aimed primarily at improving the employee’s performance in his/her present job or will enable the employee to remain current with changes or developments in their field or (b) an elective that is part of a degree program that is job related.
- (3) The courses are taken at either (a) a fully accredited college or university; or (b) a school providing training or instruction that is approved by the State Board of Education.
- (4) Courses may be for credit or not.
- (5) Except in unusual circumstances and as approved by the Director, courses must be taken outside of regularly scheduled work hours.
- (6) Reimbursement will only be provided when the following conditions are met:
  - (a) The Director must give initial approval to the employee’s request for reimbursement.
  - (b) The request will be submitted to the Board of Directors for final approval of the Tuition Reimbursement Agreement. The form of Tuition Reimbursement Agreement to be used is attached to this Policy.
  - (c) The Director must give approval for each course for which reimbursement will be sought before the employee enrolls in the course.
- (7) The employee must agree to work at the School for a minimum of three (3) years following reimbursement of tuition. In the event the employee’s employment with the School is terminated, voluntarily or involuntarily, for any reason, before the completion of three (3) years,

the prorated portion of the reimbursed tuition must be repaid to the School based on the number of years worked for the School since the most recent reimbursement.

(8) Reimbursement is limited to a maximum of nine (9) credit hours per school year, up to a total of thirty-six (36) credit hours total, at a rate not to exceed \$400 per credit hour.

(9) Reimbursement will be paid when the employee:

- (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 any applicable Praxis exam.

(10) The amount of tuition reimbursed to an employee is at the sole discretion of the Director but will not exceed the lesser of 75% of an employee's tuition or a maximum of \$5,000 per employee, per degree.

(11) Total tuition reimbursement payments from the annual School budget will not exceed \$20,000 per year. The Director will work with employees to plan the timing of reimbursement payments in order to comply with this annual cap.

## TUITION REIMBURSEMENT AGREEMENT

This **Tuition Reimbursement Agreement** (the “**Agreement**”) is entered into this 27<sup>th</sup> day of May, 2026, between **Mountain Heights Academy**, a Utah nonprofit corporation (the “**School**”), and Mountain Heights Academy, an individual (the “**Teacher**”).

### Recitals

- A. The School operates a charter school in West Jordan, Salt Lake, Utah.
- B. The Teacher is currently employed with the School as a Math Teacher.
- 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: Masters of Education (M.Ed.) [[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 **four months** from the date of this Agreement.

| Anticipated start date | Anticipated completion date |
|------------------------|-----------------------------|
| 09/02/2026 10/21/2026  | 12/23/2026 12/23/2026       |

2. The Director 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.

| Course Name                 | Number of Credits   | Cost                |
|-----------------------------|---------------------|---------------------|
| EDUC 6620-Critical Pedagogy | - Fall, 2nd Session | \$1116 (reim \$837) |



|                                                                          |                     |
|--------------------------------------------------------------------------|---------------------|
| EDUC6650-Practitioner Research Thesis Writing-Fall Semester <sup>3</sup> | \$1116 (reim \$837) |
|                                                                          |                     |

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. The Teacher consents that any such amounts that are owed to the School under this Agreement may be deducted from the Teacher's final paycheck.

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:**

*DeLaina Tonks*

\_\_\_\_\_  
Director

**The Teacher:**

*Julie Crisp*

\_\_\_\_\_

SIGNATURE CERTIFICATE



REFERENCE NUMBER

6A5FD65F-EC03-4C33-9C19-26B43BB5A8B9

TRANSACTION DETAILS

**Reference Number**  
6A5FD65F-EC03-4C33-9C19-26B43BB5A8B9

**Transaction Type**  
Signature Request

**Sent At**  
05/27/2026 10:48:01 AM EDT

**Executed At**  
05/27/2026 12:00:00 PM EDT

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
9e732a21023bba9d010c38b741e96c6bde7a56409e8c254a6b0a278e2eb3938a

**Signer Sequencing**  
Enabled

**Document Passcode**  
Disabled

**eIDAS Authentication**  
Disabled

DOCUMENT DETAILS

**Document Name**  
J Crisp May 2026

**Filename**  
J\_Crisp\_May\_2026.pdf

**Pages**  
4 pages

**Content Type**  
application/pdf

**File Size**  
58.7 KB

**Original Checksum**  
edc79cbbadf3455fec01aa949ff5f2f78126b6b14645d8136c38d197483143b7

SIGNERS

| SIGNER                                                                                                                                                                            | E-SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                                            | EVENTS                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div><b>Name</b><br/>DeLaina Tonks</div> <div><b>Email</b><br/>dtonks@mountainheightsacademy.org</div> <div><b>Signer Sequence</b><br/>1</div> <div><b>Components</b><br/>1</div> | <div><b>Status</b><br/>signed</div> <div><b>Multi-factor Digital Fingerprint Checksum</b><br/>4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945</div> <div><b>IP Address</b><br/>73.228.93.69</div> <div><b>Device</b><br/>Chrome via Mac</div> <div><b>Typed Signature</b><br/></div> <div><b>Signature Reference ID</b><br/>9DB66A79</div>         | <div><b>Viewed At</b><br/>05/27/2026 11:59:50 AM EDT</div> <div><b>Identity Authenticated At</b><br/>05/27/2026 12:00:00 PM EDT</div> <div><b>Signed At</b><br/>05/27/2026 12:00:00 PM EDT</div> |
| <div><b>Name</b><br/>Julie Crisp</div> <div><b>Email</b><br/>jcrisp@mountainheightsacademy.org</div> <div><b>Signer Sequence</b><br/>0</div> <div><b>Components</b><br/>1</div>   | <div><b>Status</b><br/>signed</div> <div><b>Multi-factor Digital Fingerprint Checksum</b><br/>4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945</div> <div><b>IP Address</b><br/>65.130.169.193</div> <div><b>Device</b><br/>Chrome via Chrome OS</div> <div><b>Typed Signature</b><br/></div> <div><b>Signature Reference ID</b><br/>73723BF6</div> | <div><b>Viewed At</b><br/>05/27/2026 11:11:16 AM EDT</div> <div><b>Identity Authenticated At</b><br/>05/27/2026 11:12:16 AM EDT</div> <div><b>Signed At</b><br/>05/27/2026 11:12:16 AM EDT</div> |

AUDITS

| TIMESTAMP                  | AUDIT                                                                                                                               |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| 05/27/2026 10:48:01 AM EDT | Whisper Rood (wwood@mountainheightsacademy.org) created document 'J_Crisp_May_2026.pdf' on Chrome via Windows from 204.113.112.202. |
| 05/27/2026 10:48:01 AM EDT | Julie Crisp (jcrisp@mountainheightsacademy.org) was emailed a link to sign.                                                         |
| 05/27/2026 11:11:16 AM EDT | Julie Crisp (jcrisp@mountainheightsacademy.org) viewed the document on Chrome via Chrome OS from 65.130.169.193.                    |

| TIMESTAMP                  | AUDIT                                                                                                                |
|----------------------------|----------------------------------------------------------------------------------------------------------------------|
| 05/27/2026 11:12:16 AM EDT | Julie Crisp (jcrisp@mountainheightsacademy.org) authenticated via email on Chrome via Chrome OS from 65.130.169.193. |
| 05/27/2026 11:12:16 AM EDT | Julie Crisp (jcrisp@mountainheightsacademy.org) signed the document on Chrome via Chrome OS from 65.130.169.193.     |
| 05/27/2026 11:12:16 AM EDT | DeLaina Tonks (dtonks@mountainheightsacademy.org) was emailed a link to sign.                                        |
| 05/27/2026 11:59:50 AM EDT | DeLaina Tonks (dtonks@mountainheightsacademy.org) viewed the document on Chrome via Mac from 73.228.93.69.           |
| 05/27/2026 12:00:00 PM EDT | DeLaina Tonks (dtonks@mountainheightsacademy.org) authenticated via email on Chrome via Mac from 73.228.93.69.       |
| 05/27/2026 12:00:00 PM EDT | DeLaina Tonks (dtonks@mountainheightsacademy.org) signed the document on Chrome via Mac from 73.228.93.69.           |

**Mountain Heights Academy  
Tuition Reimbursement Policy  
Adopted: October 11, 2019**

**PURPOSE**

Mountain Heights Academy (the “School”) believes that the School and its students benefit when employees develop and improve their knowledge and skills. Obtaining additional education can increase teaching abilities and professional competence. The School therefore desires to identify the conditions upon which the School is willing to reimburse School employees for tuition paid in order to obtain education that will improve their ability to serve the School and its students.

**POLICY**

The School may reimburse tuition for School employees if the following conditions are satisfied:

- (1) The employee has been employed by the School for at least one (1) year.
- (2) The tuition is for courses that are either (a) job related, meaning the course will result in increased knowledge and skill, is aimed primarily at improving the employee’s performance in his/her present job or will enable the employee to remain current with changes or developments in their field or (b) an elective that is part of a degree program that is job related.
- (3) The courses are taken at either (a) a fully accredited college or university; or (b) a school providing training or instruction that is approved by the State Board of Education.
- (4) Courses may be for credit or not.
- (5) Except in unusual circumstances and as approved by the Director, courses must be taken outside of regularly scheduled work hours.
- (6) Reimbursement will only be provided when the following conditions are met:
  - (a) The Director must give initial approval to the employee’s request for reimbursement.
  - (b) The request will be submitted to the Board of Directors for final approval of the Tuition Reimbursement Agreement. The form of Tuition Reimbursement Agreement to be used is attached to this Policy.
  - (c) The Director must give approval for each course for which reimbursement will be sought before the employee enrolls in the course.
- (7) The employee must agree to work at the School for a minimum of three (3) years following reimbursement of tuition. In the event the employee’s employment with the School is terminated, voluntarily or involuntarily, for any reason, before the completion of three (3) years,

the prorated portion of the reimbursed tuition must be repaid to the School based on the number of years worked for the School since the most recent reimbursement.

(8) Reimbursement is limited to a maximum of nine (9) credit hours per school year, up to a total of thirty-six (36) credit hours total, at a rate not to exceed \$400 per credit hour.

(9) Reimbursement will be paid when the employee:

- (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 any applicable Praxis exam.

(10) The amount of tuition reimbursed to an employee is at the sole discretion of the Director but will not exceed the lesser of 75% of an employee's tuition or a maximum of \$5,000 per employee, per degree.

(11) Total tuition reimbursement payments from the annual School budget will not exceed \$20,000 per year. The Director will work with employees to plan the timing of reimbursement payments in order to comply with this annual cap.

## TUITION REIMBURSEMENT AGREEMENT

This **Tuition Reimbursement Agreement** (the “**Agreement**”) is entered into this 18<sup>th</sup> day of May, 2026, between **Mountain Heights Academy**, a Utah nonprofit corporation (the “**School**”), and Caitlin Malaska, an individual (the “**Teacher**”).

### Recitals

- A. The School operates a charter school in West Jordan, Salt Lake, Utah.
- B. The Teacher is currently employed with the School as a CTE/FACS Teacher.
- 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: WGU Master's program. This is for 1/3 of the program [[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 **four months** from the date of this Agreement.

| Anticipated start date | Anticipated completion date |
|------------------------|-----------------------------|
| 06/01/2026             | 12/01/2026                  |

2. The Director 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.

| Course Name         | Number of Credits | Cost                     |
|---------------------|-------------------|--------------------------|
| Learning Technology | 3                 | \$464 (\$348 reimbursed) |

|                                          |                          |
|------------------------------------------|--------------------------|
| Assessment and Learning Analytics        | \$464 (\$348 reimbursed) |
| Learning Experience Design Foundations I | \$464 (\$348 reimbursed) |

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. The Teacher consents that any such amounts that are owed to the School under this Agreement may be deducted from the Teacher's final paycheck.

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:**

*DeLaina Tonks*

\_\_\_\_\_  
Director

**The Teacher:**

*Caitlin Malaska*

\_\_\_\_\_



Invoice

#124449

Open LMS LLC  
434 Fayetteville Street  
9th Floor  
Raleigh NC 27601  
United States

**Bill To**

Mountain Heights Academy  
9067 S 1300 W Suite 204  
West Jordan UT 84088  
United States

**Ship To**

Mountain Heights Academy  
9067 S 1300 W Suite 204  
West Jordan UT 84088  
United States

| Date       | Terms  | Due Date   | PO #     | Currency |
|------------|--------|------------|----------|----------|
| 06/01/2026 | Net 30 | 07/01/2026 | PO136730 | USD      |

| Description                                                                                                         | Amount      |
|---------------------------------------------------------------------------------------------------------------------|-------------|
| Maintenance & support for non-supported plugins<br><b>Start Date:</b> 07/01/2025 <b>End Date:</b> 06/30/2026        | \$3,089.34  |
| Open LMS Platform<br><b>Start Date:</b> 07/01/2026 <b>End Date:</b> 06/30/2027                                      | \$19,162.52 |
| Open LMS Edu Complimentary Staging Environment Hosting<br><b>Start Date:</b> 07/01/2025 <b>End Date:</b> 06/30/2026 | \$0.00      |
| Open LMS Extra Storage (per GB)<br><b>Start Date:</b> 07/01/2026 <b>End Date:</b> 06/30/2027                        | \$2,000.00  |

|                  |                   |             |
|------------------|-------------------|-------------|
| <b>Agreement</b> | <b>Subtotal</b>   | \$24,251.86 |
| LTG-025879       | <b>Tax Total</b>  | \$0.00      |
|                  | <b>Total</b>      | \$24,251.86 |
|                  | <b>Amount Due</b> | \$24,251.86 |

**Notice**

Our preferred method of payment is ACH/Electronic Payments.

**Bank Transfer Information**

Beneficiary Name: Open LMS LLC  
Beneficiary Account Number: 7029169211  
Bank Name: Fifth Third Bank, N.A.  
Bank Address: 38 Fountain Square Plaza, Cincinnati, OH 45263  
Wire Routing number: 042000314  
SWIFT Code (used only for wires initiated outside of the USA): FTBCUS3CXXX

**Cheque Information**

Payment by Check:  
  
Payable To:  
Open LMS LLC  
PO BOX 632042  
CINCINNATI, OH 45263-2042

**Remittance Information**

124449





Invoice

#124449

To ensure prompt and accurate credit to your account, please include the associated invoice number(s) in all payments.

If you have any questions, please contact: Accounts Receivable - [accounts.receivable@ltgplc.com](mailto:accounts.receivable@ltgplc.com).



124449

**CUSTOMER INFORMATION**

Customer (Legal) Name: Mountain Heights Academy

Billing Contact: Whisper Rood  
Billing Address: 9067 S 1300 W  
Suite 204  
West Jordan, Utah 84088  
United States  
Phone: (801) 721-6329  
Email: wwood@mountainheightsacademy.org

Primary Contact: DeLaina Tonks  
Customer Address: 9067 S 1300 W  
Suite 204  
West Jordan, Utah 84088  
United States

**ORDER INFORMATION**

Order Form Date: 2024-04-24  
Term (No. of Months): 36  
Order Type: Renewal

Sales Rep: Manu Sharma  
Start Date: 2024-07-01  
End Date: 2027-06-30

Payment Terms: Net 30

PO Required?

Billing Terms:

Master Agreement N/A

PO Number:

Reference:

| Item DESCRIPTION                                       | QTY   | Unit type | Term Start Date | Term End Date | One-Time Fees | Annual Recurring Fees | Total         |
|--------------------------------------------------------|-------|-----------|-----------------|---------------|---------------|-----------------------|---------------|
| Maintenance & support for non-supported plugins        | 1     | Unit(s)   | 2024-07-01      | 2027-06-30    | USD 0.00      | USD 1,544.67          | USD 4,634.01  |
| Open LMS Platform                                      | 1,750 | User(s)   | 2024-07-01      | 2027-06-30    | USD 0.00      | USD 19,162.50         | USD 57,487.50 |
| Open LMS Edu Complimentary Staging Environment Hosting | 1     | Unit(s)   | 2024-07-01      | 2027-06-30    | USD 0.00      | USD 0.00              | USD 0.00      |
| Open LMS Extra Storage (per GB)                        | 200   | Unit(s)   | 2024-07-01      | 2027-06-30    | USD 0.00      | USD 2,000.00          | USD 6,000.00  |
|                                                        |       |           |                 | Sub Total     | USD 0.00      | USD 22,707.17         |               |
| TOTAL:                                                 |       |           |                 |               |               |                       | USD 68,121.51 |

**Additional Notes** *(If applicable)***Order Form Terms:**

This Order Form is effective as of the Order Form Date above and is entered into between US - Open LMS LLC ("LTG") and identified above ("Customer").

Except as permitted in the Applicable Terms, the Order Form is non-cancellable. By signing this Order Form the Customer commits itself contractually to the purchase of the license(s) and/or service(s) described above and becomes bound to pay the stated (annual) fees in full.

LTG may revoke this Order Form at any time prior to Customer's signature of this Order Form. LTG will invoice Customer for the Term #1 total fees upon Customer's signature of this Order Form, and the total fees in advance of each subsequent Term. If this Order Form includes Blackboard products, Customer may also receive an Order Form from Blackboard at or around the same time as this Order Form. Both are necessary to complete the

transaction. Please note Customer will receive one (1) invoice from LTG for all products on this Order Form (Blackboard and Open LMS). Customer should send their Purchase Order (PO), if applicable, to LTG for processing.

Prices are quoted excluding all applicable taxes and on the basis that LTG is paid in full without any set-off, deductions or withholding for or on account of any taxes, duties or charges, which, if applicable, are the sole responsibility of the buyer. Where any such deduction or withholding is required by law, LTG shall be paid an additional amount to compensate such deduction or withholding. If applicable, a copy of Customer's Sales Tax Direct Pay or Sales Tax Exemption Certificate must be provided.

Unless explicitly otherwise agreed by separate written agreement, this Order Form and the product(s) and/or service(s) described above are subject to the applicable Standard Terms and Conditions Schedule (as may be amended by us from time to time), found at link <https://www.openlms.net/terms-and-conditions/> ("Applicable Terms"), and by signing this Order Form the Customer agrees to these terms and conditions.

Any added Users or Quantity during the Order Form Term (or any subsequent renewal terms) shall be added for the entire Order Form Term (or any subsequent renewal term). Added Users or Quantity shall be charged pro-rata if added throughout the year for the first year of adding, and in full in advance of each subsequent year of the Order. LTG will provide Open LMS services subject to 20GB of storage ("Quantity") per 100 Active Users at initial contracting. Additional Quantity shall be subject to additional charges as noted.

This Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides LTG, or LTG provides Customer, with a written notice to the contrary at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.

In the event of any conflict or inconsistency between the provisions of this Order Form and the remainder of the Agreement, or any other relevant agreement between the parties, including any schedules, addenda or attachments thereto, the provisions of this Order Form shall prevail only as to the product(s) and/or service(s) ordered in this Order Form. This Agreement constitutes the complete and exclusive statement of the parties' agreement for the product(s) and/or service(s) in this Order Form and supersedes all proposals or prior agreements, oral or written, between the parties relating to the subject matter hereof. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy or right of action with respect to any statement, undertaking, promise, assurance, warranty, understanding or any representation or misrepresentation (whether contractual or non-contractual and whether negligently or innocently made) relating to the subject matter of this Agreement than as expressly set out in this Agreement as a warranty, in writing or not and made by or to any person. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud. Any purchase orders issued by Client, including their terms, even if acknowledged by LTG, shall be deemed to be for Client's convenience only and shall in no way change or add to the terms and conditions of this Order Form.

**US - Open LMS LLC**

**Mountain Heights Academy**

|                      |             |                      |             |
|----------------------|-------------|----------------------|-------------|
| <b>By:</b>           | <div></div> | <b>By:</b>           | <div></div> |
| <b>Printed Name:</b> | <div></div> | <b>Printed Name:</b> | <div></div> |
| <b>Title::</b>       | <div></div> | <b>Title::</b>       | <div></div> |
| <b>Date:</b>         | <div></div> | <b>Date:</b>         | <div></div> |



# eLuma

## Order Form

**Mountain Heights Academy**

9067 S. 1300 W. Suite 204, 204  
West Jordan, Utah 84088

**Debbie Dempsey**

Special Programs Director  
ddempsey@mountainheightsacademy.org  
801-702-0466

**Prepared By:**

Lisa McBride  
Sr. Customer Success Partner  
lmcbride@elumatherapy.com  
+13859933405

**eLuma, LLC**

2801 N. Thanksgiving Way  
#170  
Lehi, Utah 84043

Order Form Number: 20260407-135230928

Order Date: April 7, 2026

Service Term: July 1, 2026 - June 30, 2027

Billing Schedule: Monthly

## Products & Services

| Product                                     | Quantity | Unit | Unit Price | Total                             |
|---------------------------------------------|----------|------|------------|-----------------------------------|
| Speech Therapy - Full Time Equivalent       | 36       | Week | \$3,187.50 | \$114,750.00                      |
| Speech Evaluation - Per Use                 | 1        | Use  | \$420.00   | \$420.00                          |
| Occupational Therapy - Full Time Equivalent | 36       | Week | \$1,275.00 | \$43,605.00<br>after 5% discount  |
| Occupational Therapy Evaluation - Per Use   | 1        | Use  | \$420.00   | \$420.00                          |
| School Counselor - Full Time Equivalent     | 36       | Week | \$3,187.50 | \$106,717.50<br>after 7% discount |
| School Counselor - Full Time Equivalent     | 36       | Week | \$1,275.00 | \$42,687.00<br>after 7% discount  |

| Product                        | Quantity | Unit    | Unit Price | Total      |
|--------------------------------|----------|---------|------------|------------|
| Physical Therapy - Per Student | 2        | Student | \$2,810.20 | \$5,620.40 |

Subtotals

|                   |                            |
|-------------------|----------------------------|
| One-time subtotal | \$314,219.90               |
|                   | after \$13,540.50 discount |

|             |              |
|-------------|--------------|
| Total (USD) | \$314,219.90 |
|-------------|--------------|

Additional Charges

Per Student Per Month: \$300.00

- Applies if the student count exceeds the contracted amount.
- Refer to eLuma Master Service Agreement Section 4.1 for full details.

## **Scope of Services**

### **Speech Therapy – Full Time Equivalent (FTE)**

Virtual Speech-Language Pathologist staffing models that include direct services, evaluations, and participation in required meetings based on student needs and workload.

- 1.0 FTE – 5 days/week; 7.5 hours/day (37.5 hours/week); up to 22 evaluations per year
- Roughly 60 student caseload: 30 mins average weekly IEP; Grouping of students allowed

### **Speech Evaluation -Pay Per Use beyond Speech FTE allowed**

Each standard evaluation includes:

- Professional time, inclusive of records review, assessment administration, report development, and meeting participation.

### **Occupational Therapy – Full Time Equivalent (FTE)**

Virtual Occupational Therapy staffing models that include direct services, evaluations, and participation in required meetings based on student needs and workload.

- 0.4 FTE – 2 days/week; 7.5 hours/day (15 hours/week); up to 9 evaluations per year
- Roughly 15 student caseload; 30 mins average weekly IEP; minimal grouping of students allowed

### **Occupational Therapy Evaluation-Pay Per Use beyond OT FTE allowed**

Each evaluation includes:

- Professional time, inclusive of records review, assessment administration, report development, and meeting participation.

### **Physical Therapy - Per Student**

Services are delivered virtually and in alignment with IDEA requirements and IEP goals. Each per-student subscription includes:

- One annual 60-minute IEP or eligibility meeting per student
- Two hours of onboarding and planning support at the start of the school year or contract term (to be used within the first 30 days of the SOW)
- Ongoing staff collaboration and training
- One hour of department-specific meetings per month

### **School Counselor – Full Time Equivalent (FTE) for Gen Educational Counseling**

Counseling is provided virtually and designed to support the development of the social-emotional skills students need to access instruction and improve academic outcomes. When part of an IEP, services are delivered in direct alignment with IEP goals and may include a range of counseling and intervention supports based on student and district needs. Services may be delivered by a School Counselor, Licensed Clinical Social Worker (LCSW), or School Psychologist, based on district preference and state licensure requirements.

- 0.4 FTE – 2 days/week; 7.5 hours/day (15 hours/week): SPED-IEP Counseling
- 1.0 FTE – 5 days/week; 7.5 hours/day (37.5 hours/week): Gen Educational Counseling

## **Terms and Conditions**

This Order Form is subject to the eLuma Master Service Agreement.

View the agreement here: [eLuma Master Service Agreement](#)

By signing this Order Form, Customer acknowledges that it has reviewed and agrees to the terms of the Agreement, which is incorporated herein by reference.

Signature

Choose a profile to start the e-signature process.

**Debbie Dempsey**  
ddempsey@mountainheightsacademy.org

[ sig|req|signer1 ]

**Jeremy Glauser**  
jglauser@elumatherapy.com

[ sig|req|signer2 ]

## **Mountain Heights Academy**

### **Salary Supplement for Highly Needed Educators (SHiNE) Program Policy**

**Adopted: June 20, 2025**

#### **Purpose**

The purpose of this policy is to describe how Mountain Heights Academy (the “School”) administers the Salary Supplement for Highly Needed Educators (“SHiNE”) Program. This policy is meant to comply with the requirements of Utah Code § 53F-2-504.

#### **Definitions**

“Eligible teacher” means a teacher who:

- (a) has a qualifying assignment;
- (b) qualifies for the teacher’s assignment in accordance with an LEA’s policy; and
- (c) is a new employee or has not received an unsatisfactory rating on the teacher’s three most recent evaluations.

“Qualifying assignment” means a teacher who is assigned to a high-needs area.

“High-needs area” means at least two and up to five teaching assignments that an LEA designates in a policy as challenging to fill or retain.

#### **Policy**

##### High-Needs Areas

The following teaching assignments are designated as high-needs areas at the School:

- (a) Special Education;
- (b) Chemistry;
- (c) Physics; and
- (d) Computer Science.

##### Process for Determining if a Teacher is an Eligible Teacher

The School’s Director or his/her designee shall perform due diligence in determining whether a teacher meets the definition of eligible teacher as set forth in this policy. Due diligence includes, at a minimum, verifying that a teacher:

- (a) is assigned to teach in one of the high-needs areas listed above;
- (b) has a professional educator license and professional endorsement in one of the high-needs areas listed above;
- (c) is a new employee of the School or is not a new employee of the School but has not received an unsatisfactory rating on the teacher’s three most recent evaluations from the School; and
- (d) is not on a Corrective Action Plan (CAP).



On an annual basis, the School's Director or his/her designee shall create a list of all teachers who have been determined to meet the definition of eligible teacher under this policy.

#### Process for Certifying a List of Eligible Teachers to be Awarded a Salary Supplement

On an annual basis, the School's Director or his/her designee shall review the list of all teachers who have been determined to meet the definition of eligible teacher under this policy and shall make any changes to the list he/she feels is necessary.

The list is considered certified by the School's Director or his/her designee when he/she finalizes the list with accounting or human resources.

#### Salary Supplement Amount

All teachers at the School determined to be eligible teachers under this policy (i.e., all teachers on the certified list described above) shall receive a salary supplement under the SHiNE Program in the amount of up to \$2,500 per school year.

If the amount of SHiNE funds provided to the School is not enough to cover the up to \$2,500 per eligible teacher, the School shall make up the difference.

Eligible teachers who are assigned 1.0 FTE in a high-needs area shall receive the full salary supplement. Eligible teachers who are assigned less than 1.0 FTE in a high-needs area shall receive a prorated salary supplement based on the percentage of their FTE in the high-needs area. However, eligible teachers whose employment with the School ends before the salary supplement is paid shall receive only a prorated portion of the salary supplement based on the portion of the school year they worked at the School.

In addition, an eligible teacher who begins employment with the School after the certified list described above has been finalized shall not be entitled to a salary supplement. However, the Director may, in the Director's sole discretion and subject to available SHiNE Program funding, award such teacher a prorated salary supplement based on the portion of the school year the teacher worked at the School.

#### Appeals

If the School's Director or his/her designee determines that a teacher does not meet the definition of eligible teacher and therefore does not qualify for a salary supplement under the SHiNE Program, the teacher may appeal that decision in writing to the School's Board of Directors (the "Board") if the teacher:

- (a) believes he/she does meet the definition of eligible teacher under this policy; or
- (b) has a teaching assignment at the School that is substantially equivalent to a high-needs area and otherwise meets the definition of eligible teacher under this policy.

When submitting an appeal, a teacher is required, at minimum, to provide transcripts and other documentation to the Board in order for the Board to determine if the teacher is an eligible teacher with a qualifying teaching background.

The Board shall make a decision on the appeal within thirty (30) school days.

#### Updating Policy

The School shall update this policy annually and provide notice of any changes to the policy to teachers within the School.

## **Mountain Heights Academy**

### **Attendance Policy**

**Adopted: July 14, 2009**

**Amended: October 5, 2018**

**Reviewed: June 12, 2020**

**Reviewed: June 18, 2021**

**Reviewed: June 23, 2023**

### **Purpose**

Mountain Heights Academy (the “School”) is committed to providing a quality education for every student. The School firmly believes that consistency in schoolwork teaches students responsibility. Students learn the value of planning and preparation. Long breaks between work and infrequent attention to coursework results in a loss of continuity of instruction. Inattentiveness to schoolwork may lead to a student’s failure to earn credits required for graduation and possibly permanent dismissal from the School.

However, the School realizes that students and their families are attracted to the School because of its innovative approach to education and unique educational platform. The School strives to provide a great deal of flexibility for its students in connection with their studies.

### **Policy**

The School recognizes that, pursuant to Utah Administrative Rule R277-419-4, the School is not subject to the requirement that students attend 180 school days each year and therefore does not require students to “attend” school for a certain number of days each year. Instead, the School operates a learner validated program for its students, which is an educational program specifically designed for competency-based or self-paced learning where student participation is measured by demonstrated academic progress and completion of learning objectives rather than by attendance at scheduled instructional periods.

The School expects its students to engage regularly and consistently in their coursework to demonstrate proficiency in standards established by the Utah State Board of Education and to successfully complete all course requirements. Accordingly, the School’s Director will work with a committee designated by the Board of Directors to develop procedures that ensure students meet all learner validated program requirements while preserving the flexibility valued by the School’s student population. The procedures must address each of the applicable learner validated program requirements required in Utah Code § 53G-2-501 and -502.

**Mountain Heights Academy**  
**Scholarship Program Policy**  
**Adopted: \_\_\_\_\_**

**Purpose**

The purpose of this policy is to authorize Mountain Heights Academy (the “School”) to award modest, merit-based scholarships to its students consistent with applicable law and School policy.

**Policy**

The School may use public funds to provide modest, merit-based scholarships to its students. Scholarships may consist of cash awards intended to recognize student merit or success, or cash awards intended to offset educational expenses incurred or to be incurred by the recipient student.

Any scholarship awarded by the School shall be based on objective criteria related to student achievement, performance, service, leadership, or other meritorious accomplishments established by the School. Consistent with R277-417, a scholarship may not be offered or awarded as an incentive for a student's enrollment or continued enrollment in the School, or as compensation for a student's participation in a School program, course, or activity.

The School's Director is authorized to establish scholarship programs and associated application, eligibility, selection, and award procedures and requirements consistent with applicable law, Utah State Board of Education rule, and School policy.

The School shall follow its Purchasing and Disbursement Policy in connection with any scholarship disbursement.



# Mountain Heights Academy

LEADERS IN DIGITAL EDUCATION



## Mountain Heights Academy

LEADERS IN DIGITAL EDUCATION

### Executive Director's Report

June 2026



**Vision:** *Mountain Heights Academy is the leader in digital education.*

**Mission:** *To develop connected and successful learners.*

**Values:** Updated [Portrait of a Trailblazer](#)

Trailblazers are audacious, curious, and adaptable. We maintain integrity and foster a sense of belonging for every Trailblazer.

- **Audacious.** We take calculated, innovative risks to support our vision of being the leader in digital education.
- **Curious.** We have the time to explore and learn. We are proactive rather than reactive.
- **Adaptable.** There are many ways to solve problems. Trailblazers are adept at figuring things out.
- **Integrity.** Trailblazers consistently do things the right way for the right reason, and they take responsibility for their own learning—a lifelong pursuit.
- **Belonging.** Every student and employee has a place to belong at Mountain Heights, in their grade level, course, and department.

## Table of Contents:

1. Student/School Achievement & Activity
2. Faculty/Staff
3. Leadership
4. Data & Reports
5. Lottery
6. Strategic Plan Progress
7. Calendar Items

## School Achievement & Activity

**Best of State Awards:** Mountain Heights Academy was awarded [two Best of State medals](#) this year for Best K-12 Online School and Best Charter School.







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**Board of the Year Winner:** Our fantastic Board of Directors was nominated by our staff as one of the UAPCS Boards of the Year. The Mountain Heights Academy Board of Directors was one of two finalists this year and we won!





UTAH ASSOCIATION OF  
PUBLIC CHARTER SCHOOLS

## Student/Parent

Unsolicited feedback from a parent:

Dear Dr. Tonks,

I am not certain if you are the appropriate person to receive this message, but if not, I would greatly appreciate it if you could direct me to the correct contact or department where I can submit a

---

9067 S. 1300 W. Suite 203 West Jordan, UT 84088 Phone: 801.721.6329 Fax: 888.670.0032  
[www.mountainheightsacademy.org](http://www.mountainheightsacademy.org) [info@mountainheightsacademy.org](mailto:info@mountainheightsacademy.org)



compliment for a staff member.

I would like to recognize Counselor Lisa Cox and express my sincere gratitude for the exceptional support she provides as a student counselor.

Whenever we have needed assistance or support navigating school-related matters, Lisa has consistently gone above and beyond. She is knowledgeable, responsive, and incredibly well-prepared.

My son speaks very highly of Lisa and genuinely enjoys working with her. As a parent, there is nothing more reassuring than knowing your child feels comfortable and encouraged by someone at school.

Please know that Lisa's efforts do not go unnoticed. She has made a meaningful difference in our experience and has had a positive impact on my son's educational journey.

Thank you for taking the time to read this message. I hope this recognition can be shared with Lisa, as she is truly deserving of acknowledgement for the outstanding work she does every day.

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UTAH STATE UNIVERSITY STUDENT LEADERSHIP CONFERENCE: At the end of Mountain Heights Academy's inaugural year attending this conference, the team discovered they won the Innovative Leadership award!

Advisor, Haley Miller shared, "USULC said our students were so committed to being the best leaders and worked so hard during all the workshops and challenges. Most of the ambassadors voted for us!"







Back row: Alexa Haws, Willow Jensen, Haws, Jen Wecker (advisor,) Haley Miller (advisor,)

Front row: Reid Simmons, Alex Wilkinson, Asher Wilkinson

Faculty/Staff

Leadership

## Data & Reports

### UPDATED:

- [2025-2026 MAP Data Summary](#) (updated 6/2026)
  - [2025-2026 Annual Behavior Report](#) (updated 6/2026)
  - [2025-2026 Student Performance Spreadsheet](#) (updated 6/2026)
  - [2025-2026 Student Performance Report](#) (updated 6/2026)
  - [Concurrent Enrollment Growth Report](#) (updated 6/2026)
  - [End of Year Marketing Report](#) (updated 6/2026)
- 

- [Statewide Online Education Program \(SOEP\) Report](#) (update in progress 8/2026)
- [Math Competency Report](#) (update in progress 08/2026)
- [Summer School Report](#) (updated 8/2025)
- [Intrepid Marketing Analysis](#) (updated 8/2025)
- State Charter School Board 5-year Review SWOT Report and Results (updated 10/2025) (emailed to board w/packet)
- [Marketing Report](#) (updated 10/2025)
- [2025 Graduation Status Report](#) (updated 10/2025)
- DATA REPORT: [Grad Rate \(Longitudinal/Comparative, State Test Scores, ACT Scores\)](#) (updated 10/2025)
- [Mountain Heights Academy's final Annual Performance Determination \(APD\) report](#) (updated 4/2025)

## Lottery

### [Lottery Numbers Tracking](#) (see 2025-2026 tab)

- Our SOEP numbers increased significantly, **from 499 last August to 727, to 1250 in January**, due in part to the addition of Concurrent Enrollment options available through SOEP now and a targeted marketing campaign. We have 127 SOEP students taking CE courses. Our brand and reputation with Utah Tech and our families continue to be stellar.
- After a thorough review of student performance data in 2023-2024, we determined that accepting students at Q2 and Q4 was not working well for students, faculty, or staff. Beginning in 2024-2025, we accepted 7-12 grade students for Q1 and 7-10 grade students for Q3.

#### 2025-2026 Enrollment Status

| Date<br>2025-2026 | Total<br>enrolled | New, Enrollment<br>Completed  | In queue | SOEP | Total Number of<br>FT & PT Students |
|-------------------|-------------------|-------------------------------|----------|------|-------------------------------------|
| June 11, 2025     | 738               | 105 (new)<br>+633 (returning) | 97       | 116  | 951                                 |
| April 10, 2026    | 1004              | 451 (new)<br>+553 (returning) | 0        | 1256 | 2260                                |

#### 2026-2027 Enrollment Status

| Date<br>2026-2027 | Total<br>enrolled | New, Enrollment<br>Completed  | In queue | SOEP | Total Number of<br>FT & PT Students |
|-------------------|-------------------|-------------------------------|----------|------|-------------------------------------|
| April 10, 2026    | 743               | 118 (new)<br>+625 (returning) | 0        | 108  | 851                                 |
| June 10, 2026     | 745               | 133 (new)<br>+612 (returning) | 75       | 207  | 952                                 |

## Strategic Plan Progress

### Strategic Plan 2025-2030: [LINK](#)

#### 2025–2030 Schoolwide Goals & Indicators

##### **Purpose:**

These goals guide the board's oversight of school performance and the Executive Director's



evaluation. Together, they reflect academic excellence, strong partnerships, and meaningful impact beyond the classroom. [Annual goal tracker.](#)

## GOAL 1: Improve Student Success

Students perform at grade level, demonstrate proficiency, and are prepared for post-secondary life.

### Key Indicators

- **≥ 40% of students** demonstrate adequate MAP Growth (40–50 CGP)
- **≥ 80% schoolwide course completion rate**
- **≥ 85% graduation or GED completion**
- **≥ 95% of students** complete annual College & Career Readiness (CCR) meetings
- **≥ 80% of students** report post-secondary preparedness
- Schoolwide proficiency **exceeds most comparable statewide online LEAs**
- Regular data analysis, reporting, and plan adjustment

| Goal 1                                  |                                                                                                                                 |                                                      |                  |                                 |                                               |    |                                                   |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------------|---------------------------------|-----------------------------------------------|----|---------------------------------------------------|
| Indicator                               | Target                                                                                                                          | Timeline/Outcome                                     | Oversight        | Evidence Source                 | Rating 2025-2026                              | Tr | Notes                                             |
| <b>Goal #1: Improve Student Success</b> |                                                                                                                                 |                                                      |                  |                                 |                                               |    |                                                   |
| MAP Growth                              | ≥ 40% of students achieve 40–50 CGP                                                                                             | 2025-2026 <b>62.8%</b>                               | Steve            | MAP Growth Reports              | <input type="checkbox"/> Exceeds Expectations |    | 62.8%                                             |
| Course Completion                       | ≥ 80% schoolwide completion rate                                                                                                | 2025-2026 <b>84.7%</b> (Math is up to <b>91.6%</b> ) | Steve            | Student Performance Spreadsheet | <input type="checkbox"/> Exceeds Expectations |    | 84.7% Math @ 91.6%                                |
| Graduation / GED                        | ≥ 85% completion                                                                                                                | 2024-2025 <b>86.7%</b>                               | Steve            | Graduation Report               | <input type="checkbox"/> Exceeds Expectations |    | Up 3.4% to 86.7%                                  |
| CCR Participation                       | ≥ 95% complete annual CCR meetings                                                                                              | 2025-2026 <b>96.16%</b>                              | Steve/Counseling | CCR & PSS Reports               | <input type="checkbox"/> Meets Expectations   |    | On schedule to achieve 95% again this year.       |
| Post-Secondary Readiness                | ≥ 80% report preparedness                                                                                                       |                                                      | Steve/Counseling | Post-High Survey                | <input type="checkbox"/> Meets Expectations   |    | Working with USBE on correcting CTE errors in PSR |
| Comparative Performance                 | Proficiency exceeds most statewide online LEAs                                                                                  |                                                      | Steve            | State Data Gateway              | <input type="checkbox"/> Meets Expectations   |    | - USBE Data Gateway                               |
| Data Leadership & Oversight             | Bi-monthly regular analysis, reporting to the board, and administrative plan adjustment, annual communication with stakeholders | Parent State Test Results Letter                     | DeLaina/Steve    | Board Reports / Agendas         | <input type="checkbox"/> Meets Expectations   |    | Completed                                         |

## GOAL 2: Family & Community Engagement

Families and communities are meaningfully engaged in student learning and support.

### Key Indicators

- **≥ 75% of parents** review Student Academic Portfolios (SAP)
- Student Academic Portfolio system fully implemented with SOPs
- **≥ 1 annual professional learning opportunity** for staff on family engagement
- **≥ 2 quarterly family engagement opportunities**
- **≥ 3 student groups and mental health supports**
- Clear communication of Tier 1 / 2 / 3 instructional supports

- **≥ 2 parent-identified partnerships or internships**
- Progress toward parent resource and tutorial library

| Indicator                                             | Target                                                                              | Timeline  | Evidence Source                        | Oversight                | 2025-2026 Rating     | 2026-2027 Rating | 2027-2028 Rating | 2028-2029 Rating | Tr Notes                                                                                                            |
|-------------------------------------------------------|-------------------------------------------------------------------------------------|-----------|----------------------------------------|--------------------------|----------------------|------------------|------------------|------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Goal #2: Develop a Robust, Connected Community</b> |                                                                                     |           |                                        |                          |                      |                  |                  |                  |                                                                                                                     |
| Student Academic Portfolio (SAP) System               | SAP process, SOP, and implementation fully in place                                 | 2025-2026 | SOPs, implementation plan              | Steve/Crystal            | Exceeds Expectations |                  |                  |                  | Orientation, PT Conf, service learning hours-Golden                                                                 |
| Parent & Student Engagement with SAP                  | ≥ 75% of parents/students review Student Academic Portfolios                        | 2028-2029 | Genius SAP access logs                 | Steve/Counseling in CCRs | N/A for this year    |                  |                  |                  |                                                                                                                     |
|                                                       | ≥ 50% of parents/students review Student Academic Portfolios                        | 2027-2028 | Genius SAP access logs                 | Steve/Counseling in CCRs | N/A for this year    |                  |                  |                  |                                                                                                                     |
|                                                       | ≥ 25% of parents/students review Student Academic Portfolios                        | 2026-2027 | Genius SAP access logs                 | Steve/Counseling in CCRs | N/A for this year    |                  |                  |                  |                                                                                                                     |
| Staff Professional Learning                           | ≥ 1 annual PD on evidence-based family engagement                                   | 2026-2027 | PD agendas & sign-ins                  | Ann                      | N/A for this year    |                  |                  |                  | Student Success, Tips and Tricks to Parent Your Trailblazer Ann Meeks Add to PT Conf as an asset,                   |
| Family Engagement Opportunities                       | ≥ 2 student/parent engagement events annually                                       | 2025-2026 | Engagement calendar & attendance       | DeLaina                  | Meets Expectations   |                  |                  |                  | Back to School Carnival in September Boondocks in May, End of year Recognition, Parent/Teacher Conference protocols |
| Tiered Instruction Communication                      | SOPs updated to clarify Tier 1/2/3 instruction for families                         | 2025-2026 | Revised SOP documents                  | Debbie                   | Exceeds Expectations |                  |                  |                  | Teacher Tutorial: Tiering                                                                                           |
| Community Partnerships                                | ≥ 2 new parent-identified partnerships/internships annually                         | 2026-2027 | Partnership logs or MOUs               | Ann/Shanna               | N/A for this year    |                  |                  |                  | Employers/students matching                                                                                         |
| Connected Learning Experiences                        | Grade-level proposals developed; ≥ 1 field trip implemented annually until complete |           | Proposals & trip documentation         | Admin Team               | Exceeds Expectations |                  |                  |                  | 7th Topaz Field Trip<br>8th-10th Adventure Day<br>11th Winter Dance<br>12th Capitol Fieldtrip                       |
| Parent Resources Development                          | Progress toward parent tutorial library, ≥ 2 assets annually until complete         | 2026-2027 | Drafts, recordings, or published links | Ann/ICs                  | Meets Expectations   |                  |                  |                  | SAP<br>Tips and Tricks to Parent Your Trailblazer Ann Meeks                                                         |
| Student Support Services                              | ≥ 3 distinct student groups and mental health supports annually                     | 2025-2026 | Counseling group rosters               | Steve/Counseling         | Exceeds Expectations |                  |                  |                  | Girl Talk, Inclusion Group,                                                                                         |

### GOAL 3: Increase Individual, Community & Societal Impact

The school positively impacts students, communities, and society through service, kindness, and leadership.

#### Key Indicators

- **≥ 75% of students** participate in service learning
- All milestones met for the **Lt. Governor's 4-Year Service Learning Pilot**
- **≥ 2 active community service partnerships**
- Service learning lessons & reflections embedded in coursework and CCR
- Maintain **One Kind Act a Day – Certified Kindness School** status
- Annual schoolwide activities include kindness elements
- Local and state leadership, including **mentoring aspiring leaders**
- **National and global leadership**, including conference presentations
- Dissemination of practices and models beyond the school

| Indicator                                                           | Target                                                                                  | Timeline  | Evidence Source                               | Oversight  | 2025-2026 Rating     | 2026-2027 Rating | 2027-2028 Rating | 2028-2029 Rating | Tr | Notes                                                                                                                                                                                               |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------|-----------------------------------------------|------------|----------------------|------------------|------------------|------------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Goal #3: Increase Individual, Community, and Societal Impact</b> |                                                                                         |           |                                               |            |                      |                  |                  |                  |    |                                                                                                                                                                                                     |
| Service Learning Pilot Implementation                               | All required milestones met for Lt. Governor's 4-year pilot annually                    | 2025-2026 | Pilot reports; state communications           | DeLaina    | Meets Expectations   |                  |                  |                  |    | ELA pilot Q4                                                                                                                                                                                        |
| Student Reflection & Impact                                         | Service learning lessons & reflections embedded in ELA courses and CCR processes        | 2025-2026 | Curriculum artifacts; student work            | DeLaina    | Meets Expectations   |                  |                  |                  |    |                                                                                                                                                                                                     |
|                                                                     | Service learning lessons & reflections embedded in 100% courses and CCR processes       | 2026-2027 |                                               | Lisa       | N/A for this year    |                  |                  |                  |    |                                                                                                                                                                                                     |
| Service Learning Participation                                      | ≥ 75% of students participate in at least one service learning experience               | 2028-2029 | Service learning logs; course records         | DeLaina    | N/A for this year    |                  |                  |                  |    |                                                                                                                                                                                                     |
|                                                                     | ≥ 50% of students participate in at least one service learning experience               | 2027-2028 |                                               |            | N/A for this year    |                  |                  |                  |    |                                                                                                                                                                                                     |
|                                                                     | ≥ 25% of students participate in at least one service learning experience               | 2026-2027 |                                               |            | N/A for this year    |                  |                  |                  |    |                                                                                                                                                                                                     |
| Community/Service Partnerships                                      | ≥ 2 active community or service partners                                                |           | MOU; partnership tracker                      |            | Exceeds Expectations |                  |                  |                  |    | 2025-2026 UServe Utah, One Kind Act a Day, American Exchange Project, ThrivePoint Academy                                                                                                           |
| Kindness School Certification                                       | Maintain active certification with One Kind Act a Day                                   | 2024-2025 | Certification documentation                   | DeLaina    | Meets Expectations   |                  |                  |                  |    |                                                                                                                                                                                                     |
| Kindness in Practice                                                | Schoolwide kindness element included in ≥ 2 schoolwide activities annually              | 2025-2026 | Activity logs; school calendar                | Lisa       | Exceeds Expectations |                  |                  |                  |    | 2025-2026 Orientation, Club activities                                                                                                                                                              |
| Local & State Leadership                                            | Participation in ≥ 2 state or local initiatives and mentoring aspiring leaders annually |           | Meeting agendas; mentorship logs; invitations | Admin Team | Exceeds Expectations |                  |                  |                  |    | 2024-2025 DT Mentoring Taylor Smith, UAPCS ACES presentations, Utah Parent Center partnership<br>2025-2026 DT Mentoring Thomas Rupp, UAPCS ACES presentations, partnership with ThrivePoint Academy |
| National & Global Thought Leadership                                | Presentations at ≥ 2 national or global conferences annually                            |           | Conference programs; presentations            | Admin Team | Exceeds Expectations |                  |                  |                  |    | 2025-2026 DT Commission on Volunteerism and Service<br>2025-2026 DT ICDE presentation in Wellington, NZ<br>2025-2026 DT, SD, AM presentations at DLAC in Sacramento, CA                             |
| Dissemination of Practice                                           | Sharing of models/resources with broader education community                            |           | Publications; toolkits; recordings            | Admin Team | Meets Expectations   |                  |                  |                  |    | 2025-2026 4 DLAC workshops, Forsyth Academy conference                                                                                                                                              |

## Calendar Items

- Opening Day: Lighthouse Expedition 9-3

9067 S. 1300 W. Suite 203 West Jordan, UT 84088 Phone: 801.721.6329 Fax: 888.670.0032  
[www.mountainheightsacademy.org](http://www.mountainheightsacademy.org) [info@mountainheightsacademy.org](mailto:info@mountainheightsacademy.org)

9067 S. 1300 W. Suite 203 West Jordan, UT 84088 Phone: 801.721.6329 Fax: 888.670.0032  
[www.mountainheightsacademy.org](http://www.mountainheightsacademy.org) [info@mountainheightsacademy.org](mailto:info@mountainheightsacademy.org)



## Positive Behavior Plan Report SY 2025-2026

### Utah State Statute Requirements

As defined in Utah State Statute [53G-10-407](#), a Positive Behaviors Plan is “a plan to address the causes of student use of tobacco, alcohol, electronic cigarette products, and other controlled substances through promoting positive behaviors.”

The statute further explains that a Positive Behaviors Plan shall address the following issues:

- Peer pressure
- Mental health
- Creating meaningful relationships

A Positive Behavior Plan may include:

- Programs
- Clubs
- Service Opportunities
- Pro-social Activities

## Mountain Heights Academy

### Positive Behaviors Plan Report 2025-2026

### Counseling Groups

All groups support building resiliency skills, prosocial behavior, empathy in the classroom, conflict resolution, support mental health, and provide a positive place for students to build healthy connections. Students who are exposed to SEL (social-emotional learning) instruction longitudinally saw lower levels of conduct problems, emotional distress, and lower rates of drug use (Taylor, et al. 2017).

#### Grief Group & Anxiety Group

Many of our students have been impacted by the death of a loved one or a significant loss. Others are affected by their anxiety and thoughts/feelings. These groups are a place to find support among peers,

#### Happiness Group

Our new Happiness Group helped students learn about the psychology of happiness and practical strategies to improve their well-being. Each week, 8-12 students participated in the group. The focus was on helping

#### Social Survival Skills Group

The Social Survival Skills group supports middle school students. Each week, 3-5 students participated in the group. We explored the following topics: managing self-limiting thoughts, understanding social cues,

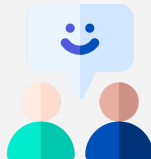
#### Student Success Group

Students who had reached week 3 of truancy had the option to attend one session each week. The first half of the meeting provided the opportunity to learn study skills, discuss challenges to being successful in school,

develop coping strategies, and learn positive ways to manage their thoughts/feelings. Roughly 10-15 students attended consistently and our counselors feel these groups have succeeded



students understand how changing their thoughts, feelings, and behaviors can lead to greater happiness. Group discussion and activities were designed to build self-awareness, encourage positive habits, and support emotional growth.



setting personal boundaries and respecting others', mending damaged relationships, and starting, maintaining, and ending conversations. This group provided a supportive environment for students to practice these skills and build their confidence in social situations.



and engage in other social/emotional curricula. Additionally, our school counseling team sent out important community messages to parents and students focusing on strengthening relationships, communication, and other positive behavior support.



## Mental Health Counseling Online

Individual and group counseling services support students in a multitude of ways. Not only do students receive treatment and support for general life stressors, but students also have the opportunity to process trauma, suicidal ideations, and receive referrals for outside support when needed.

Counseling services allow for students to feel connected and cared about in the school environment and thus can lead to a decrease in the likelihood that students will use substances (Moon & Rao, 2011).

Students are allowed up to 6 sessions with the option of more upon counselor approval. Students must not miss appointments or services will be suspended. Students are vetted through school counselors to see if the program is a good fit.

This is our sixth year offering mental health support services to students. This year we had 9 students referred, with a majority completing their sessions. Students and families have been grateful for the opportunity to access this resource.

Students who are provided appropriate treatment for trauma, mental health challenges, and chronic stress are more likely to build resilience within themselves and the family system, and therefore are less likely to experience a higher number of ACEs and have less likelihood of mental health disorders and substance use and abuse later in life (American Academy of Pediatrics, 2014).

## Red Ribbon Week

Red Ribbon Week is a week out of the year that focuses specifically on community building and action planning for a drug-free life. The week focuses on student attitudes surrounding drugs, alcohol, and other substances, as well as attitudes surrounding one's community and community connectedness.

This year's Red Ribbon Week theme was, **Life is a Movie - Aim to be Drug Free**. Students participated in daily activities during the week of October 23-31, by posting about their experiences.

| Day 1                            | Day 2                              | Day 3                       | Day 4                               | Day 5                                      |
|----------------------------------|------------------------------------|-----------------------------|-------------------------------------|--------------------------------------------|
| Take the pledge to be drug free! | Do an activity for a natural high! | Learn the dangers of drugs! | Practice healthy stress management! | Participate in the social media challenge! |

## Hope Squad

Hope Squad is a peer-to-peer suicide prevention program. Hope Squad members are nominated by their classmates as trustworthy peers and trained by advisors. The program reduces youth suicide through education, training, and peer intervention. Hope Squad curriculum discusses substances as being risk factors for suicide.

Hope Squad has continued to expand at Mountain Heights Academy. During the 2025-2026 school year, Hope Squad became a course where squad members earned credit for their participation in the squad. Squad members learned all about mental health, positive peer relationships, self-care, and more, and in turn, helped share some of that information with other students. Hope Squad members also presented an Ignite Session this year at a faculty professional development meeting to increase awareness of Hope Squad among faculty.

One highlight is always Hope Week. We held a live session for all students to learn about Hope Squad and increase awareness of mental health issues and suicide prevention. Padlets were created where all Mountain Heights students could share different ideas and resources.



## PBIS Rewards

PBIS Rewards are meant to incentivize the behaviors that make Mountain Heights Academy a prosocial, innovative, student well-being and growth mindset-focused school. Research suggests that the skills taught in programs like this, even when substance abuse is not

specifically addressed, are considered elementary-level support prevention in preventing student use of substances (Moon & Rao, 2011)

The 2025-2026 school year is our fifth year using an integrated Positive Behavior Intervention System (PBIS) program. Teachers, Administrators, and Staff award points to students throughout the year. We focus on rewarding behaviors that encourage our school values. This program includes positive and specific praise, in addition to tangible rewards. Approximately 70% of our students participated in the program.

Service  
Learning

Personal  
Responsibility

Communicative

Innovative

Open &  
Flexible

Problem Solver

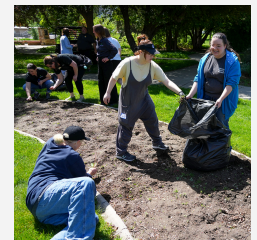
Audacious

## Service Learning

Service-learning is a Mountain Heights Academy value and one that we love to participate in! Service allows students to develop an awareness of others, engender empathy, and build a worldview. Many drug prevention programs include service-learning at their core as a way to mentor, teach, and engage youth in something that feels good and has a lasting impact.

Mountain Heights Academy participated in the Volunteer for Good pilot during Semester 2 this year. This is a natural extension of our school commitment to service-learning, and the student and staff participation with One Kind Act a Day. We had over 40 students create an account on the Golden website to track their service hours. The service opportunities embedded in our courses as part of the school values are still ongoing, but, to date, we have had 1882 student-participation events that have yielded 1270 hours of service in their homes and communities. The pilot will be fully implemented next year and will include group and individual service opportunities through classes, club participation, and individual commitment.

This year, the NHS and NJHS at Mountain Heights Academy participated in several acts of service. In December, we continued with our yearly tradition of stuffing stockings for military members using donated items from both Mountain Heights and students. During January through April, we held service-oriented activities where the chapter members wrote notes of gratitude, "snowflaked" neighbors' doors, "heart attacked" doors for Valentine's Day, and other service activities in their local neighborhoods. In May, they will be joining in the SAB-sponsored service activity to engage in a variety of different service projects.



## References

- American Academy of Pediatrics. (2014). Adverse Childhood Experiences and the Lifelong Consequences of Trauma. Retrieved 2020, from [https://www.aap.org/en-us/documents/ttb\\_aces\\_consequences.pdf](https://www.aap.org/en-us/documents/ttb_aces_consequences.pdf)
- Moon, S. S. & Rao, U. (2011). Social Activity, School-Related Activity, and Anti-Substance Use Media Messages on Adolescent Tobacco and Alcohol Use. *Journal of Human Behavior in the Social Environment*, 21(5), 475-489.doi:10.1080/10911359.2011.566456
- Taylor, R.D., Oberle, E., Durlak, J.A., & Weissberg, R.P. (2017). Promoting positive youth development through school-based social and emotional learning interventions: a meta-analysis of follow-up effects. *Child Development*, 88(4):1156–1171.

# Wellness Executive Summary 2025-2026



## Mountain Heights Academy

### Key Outcomes

- Increased staff engagement through structured wellness programming
- Strengthened cross-department relationships
- Improved awareness of holistic wellness practices
- Positive staff feedback regarding morale and connection

### Strategic Focus

The program is aligned with:

- Staff retention and satisfaction
- Positive organizational culture
- Sustainable work-life balance practices





# Framework

The program is built around the **8 Dimensions of Wellness**:

- Physical
- Emotional
- Social
- Intellectual
- Environmental
- Spiritual
- Occupational
- Financial

## Core Initiative: Team-Based Wellness Challenge

A multi-month, themed wellness challenge was implemented to increase engagement through gamification and collaboration.

### Key Design Elements:

- Monthly wellness themes aligned to each dimension
- Team-based participation to foster connection
- Point-based system to incentivize engagement
- Optional bonus challenges to encourage deeper involvement

### Program Delivery

- Fully asynchronous participation model
- Flexible engagement options to accommodate staff schedules
- Digital tracking and communication tools
- Regular updates and recognition to sustain momentum

# Participation & Engagement Data



## Participation Overview

- Total Staff: 116
- Total Participants: 89
- Participation Rate: 76%

### Engagement Trends

- Highest participation occurred during: Months 1-2
- Most engaged wellness dimension: Physical
- Most popular challenge type: Physical challenges

### Key Observations

- Team-based structures significantly increased participation
- Short, flexible activities yielded higher completion rates
- Recognition and friendly competition positively influenced engagement



## Impact and Outcomes

### The Wellness Program contributed to:

- Increased staff connection in a remote environment
- Improved morale and sense of belonging
- Enhanced communication across teams
- Greater awareness of personal wellness practices

### Staff Feedback Themes

Feedback collected informally and/or formally indicates:

- Appreciation for flexibility and inclusivity
- Increased motivation to engage in healthy habits
- Value placed on team interaction and collaboration

### Value to the Organization

Investing in staff wellness supports:

- Employee satisfaction and retention
- Productivity and engagement
- A positive and supportive workplace culture



## Challenges, Improvements & Next Steps

### Challenges Identified

- Limited time availability for some staff
- Inconsistent participation across departments
- Balancing flexibility with accountability

### Planned Improvements

- Introduce shorter "micro-challenges" (10–15 minutes)
- Provide tiered participation options
- Expand recognition and incentives
- Incorporate more staff voice and choice

### Goals for Next Reporting Period

- Increase overall participation
- Expand wellness education opportunities by non-team activities
- Introduce staff-led sessions or workshops
- Strengthen data collection and reporting methods



# Sample Challenges

| Wellness Dimension | Sample Challenge                                                                                                                           | Points          |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Physical           | Complete a daily step goal (e.g., 10,000 steps) for 5 days                                                                                 | Extra 15 points |
|                    | Drink 64 oz. of water in 1 day                                                                                                             | 3 points        |
| Emotional          | Attend a mental health webinar, class, or support session                                                                                  | Extra 15 points |
|                    | Spend 30 minutes doing something that brings you joy                                                                                       | 5 points        |
| Social             | Organize or host a social event                                                                                                            | Extra 15 points |
|                    | Invite someone to go on a walk with you                                                                                                    | 5 points        |
| Intellectual       | Start a Book club and meet to discuss...online or in-person                                                                                | Extra 15 points |
|                    | Try a new hobby or skill                                                                                                                   | 6 points        |
| Environmental      | Start a small garden or plant a plant that you will take care of                                                                           | Extra 15 points |
|                    | Repurpose or reuse something instead of throwing it away                                                                                   | 5 points        |
| Spiritual          | Volunteer for a cause. Share your experience with the team. (15 extra points)                                                              | Extra 15 points |
|                    | Go on a solo walk for 30 minutes with no tech and reflect                                                                                  | 4 points        |
| Financial          | Create a plan for a major purchase (e.g., car, trip)                                                                                       | Extra 15 points |
|                    | Make a "needs vs. wants" list                                                                                                              | 5 points        |
| Occupational       | Spend 30-60 minutes learning something new that helps you grow in your role. (watch a webinar, read an article, take a short course, etc.) | Extra 10 points |
|                    | Write a short thank you note to a co-worker                                                                                                | 3 points        |

# Wellness Program Overview

- Multi-dimensional wellness program supporting staff engagement and morale in a fully online environment.
- Team-based, gamified approach drives participation and collaboration.

## Key Metrics (Sample Data Placeholder)

- Total Staff: 116
- Participants: 89 (76% engagement)
- Most Engaged Dimension: Physical
- Highest Participation Challenge: Team Step Challenge

## Program Impact

- Strengthened staff connection and cross-team collaboration
- Increased awareness and adoption of healthy wellness habits
- Positive feedback: 90% of participating staff reported increased motivation or improved well-being

## Next Steps

- Introduce micro-challenges for higher flexibility
- Expand recognition and incentives
- Collect more structured data to measure long-term impact



## **ANNUAL BOARD MEETING SCHEDULE**

Below are the tentative Mountain Heights Academy Board Meeting dates for the 2026-2027 school year.

Meetings are tentatively scheduled for the third Friday at 9:30 AM every other month and will continue as long as business requires. These dates are subject to change and additional meetings may take place. All meetings will be posted on the Utah Public Meeting Notice website at least twenty-four (24) hours in advance.

**September 4, 2026 at 11:30 AM**

**October 23, 2026 at 11:30 AM**

**December 11, 2026 at 11:30 AM**

**February 19, 2027 at 11:30 AM**

**April 9, 2027 at 11:30 AM**

**June 17, 2027 at 9:30 AM**

Please note that meetings will generally be held at 9067 S. 1300 W. #204; West Jordan, UT 84088.

Meetings may also be held at different locations as specified by the Board of Directors or electronically as allowed by the Electronic Meetings Policy.