

MOUNTAIN HEIGHTS ACADEMY BOARD OF TRUSTEES MEETING



Date: Friday, September 10, 2021

Time: 8:30 AM

Anchor Location: 9067 S. 1300 W. #204; West Jordan, UT 84088

This meeting will be held via teleconference.

Teleconference: <https://us02web.zoom.us/j/88203074786>

Meeting ID: 882 0307 4786; Password: MHA

*VISION: We are the leader in digital education.
MISSION: To develop connected and successful learners.*

AGENDA

CALL TO ORDER

CONSENT ITEMS

- August 6, 2021 Board Meeting Minutes

PUBLIC COMMENT (comments will be limited to three minutes)

REPORTS

- Director Report
- Finance Report

VOTING ITEMS

- LEA-Specific Licenses
- Tuition-Reimbursement Agreements
- School LAND Trust Council Membership

TRAINING

- School LAND Trust Program

CALENDARING

- Board Meeting October 8, 2021 at 9:30 AM

ADJOURN

**SEPTEMBER 10, 2021
EXECUTIVE SUMMARY**

LEA-Specific Licenses

- This year we have six educators requesting LEA-level licenses. Our two ASL teachers both ended up leaving MHA, as did one of our Spanish teachers. To maintain the level of programmatic excellence our students are used to we are proposing that our ASL paras and our Spanish para be approved for an LEA-level license.
 - Chelsea Ashby - BA in communication disorders, interpreter's license
 - Bobbi Logan - degree in ASL, working on interpreter's license
 - Janelle Sedas - certified teacher w/degree in Elementary Ed, minor in Spanish
- We also need more computer programming and social studies teachers and request the following:
 - Linlea West - certified teacher in CTE, working on computer programming endorsement
 - Ben Heder - certified teacher in CTE/business, working on social studies composite endorsement
 - Trevor Peck - certified out of state social studies teacher working on Utah licensure
- *It is proposed the board approve the LEA-Specific Educator License requests.*

Tuition-Reimbursement Agreements

- According to the school's tuition reimbursement policy, educators who have been employed at Mountain Heights Academy for a minimum of one year may apply for tuition reimbursement. Educators agree to remain employed at the school for a period of three years upon completion of their degree. The principal reviews the application and provisionally approves the courses and reimbursement amounts, then the board reviews for final approval.

This fall there are two teachers who meet the qualifications for reimbursement and are pursuing Master's degrees in curriculum and ed tech through Western Governor's University.
- *It is proposed the board approve the tuition-reimbursement agreements for Lisa Boucher and Jennifer Klein.*

School LAND Trust Council Membership

- *Elections were held and it is recommended the proposed School LAND Trust Council members be approved as proposed.*

School LAND Trust Training

- Governing boards are required to complete training annually before School LAND Trust plans are approved.
 - Board president shall ensure that members of the governing board are provided with annual training on the requirements of 53F-2-404 (53F-2-404(10)).
 - The governing board must ensure that members of the charter trust land council receive training on the requirements of this section (R277-477-3(3)(c), 53G-7-1203(3)(b)).
- The accompanying handouts and the following video can assist with the required training: <https://youtu.be/waQYwIWCAyI>

MOUNTAIN HEIGHTS ACADEMY BOARD OF TRUSTEES MEETING



Date: Friday, August 6, 2021

Location: 9067 S. 1300 W. #204; West Jordan, UT 84088

Board Members in Attendance: Gavin Hutchinson, Royce Kimmons (teleconference), Quinn Sutton (teleconference)

Board Members Excused: Wade Glathar, Kari Malkovich

Others in Attendance: Dr. DeLaina Tonks, Gabe Clark, Kara Finley, Cathie Hurst

*VISION: We are the leader in digital education.
MISSION: To develop connected and successful learners.*

MINUTES

CALL TO ORDER

- Gavin Hutchinson called the board meeting to order at 9:31 AM.

CONSENT ITEMS

- **June 18, 2021 Board Meeting and Closed Session Minutes and July 26, 2021 Board Work Session Minutes**

No changes were requested to the minutes.

Quinn Sutton made a motion to approve the June 18, 2021 Board Meeting and Closed Session Minutes and the July 26, 2021 Board Work Session Minutes; Royce Kimmons seconded. Motion passed; the votes were as follows:

- *Gavin Hutchinson – AYE*
- *Royce Kimmons – AYE*
- *Quinn Sutton – AYE*

PUBLIC COMMENT

- No public comment.

VOTING ITEMS

- **2021-2022 Board Elected Officers and Committees**

The board discussed the required elected offices of the corporation and the need to elect a Board Secretary.

Royce Kimmons was temporarily absent from the board meeting and a quorum was temporarily lost from 9:35 AM to 9:37 AM.

Royce Kimmons made a motion to elect Quinn Sutton as the Board Secretary; Gavin Hutchinson seconded. Motion passed; the votes were as follows:

- *Gavin Hutchinson – AYE*

- Royce Kimmons – AYE
- Quinn Sutton – AYE

The board reviewed existing committees, membership, and the necessary committees.

Cathie Hurst joined the board meeting at 9:41 AM.

Royce Kimmons made a motion to 1) dissolve the Academic Excellence Committee, the Outreach Committee, and the Board Recruitment Committee; 2) Audit Committee members will be the Board President and Financial Coordinator; 3) Finance Committee members will be the Board President, Financial Coordinator, and Academics West; and 4) Governance Committee members will be the Board President and Vice President; Quinn Sutton seconded. Motion passed; the votes were as follows:

- Gavin Hutchinson – AYE
- Royce Kimmons – AYE
- Quinn Sutton – AYE

- **Amended Capitalization Policy**

The policy changes the depreciation value from \$1,500 to \$5,000.

Quinn Sutton made a motion to approve the amended Capitalization Policy; Royce Kimmons seconded. Motion passed; the votes were as follows:

- Gavin Hutchinson – AYE
- Royce Kimmons – AYE
- Quinn Sutton – AYE

- **Parent Involvement Policy, Public Education Engagement and Exit Survey Policy, and Student Education Plan Policy**

The Parent Involvement Policy establishes the expectations and objectives for meaningful parent involvement and is required. The Public Education Engagement and Exit Survey Policy is a required policy explaining how the school will administer the USBE surveys. The Student Education Plan Policy is a policy required to establish how a school will implement personal education planning for students and plans for College and Career Readiness. The school has already been doing the practices within the policies and has protocols in place.

Royce Kimmons made a motion to approve the Parent Involvement Policy, the Public Education Engagement and Exit Survey Policy, and the Student Education Plan Policy; Quinn Sutton seconded. Motion passed; the votes were as follows:

- Gavin Hutchinson – AYE
- Royce Kimmons – AYE
- Quinn Sutton – AYE

- **LeadershipEnergies, LLC Consulting Agreement**

The administrative team has worked with LeadershipEnergies to develop a leadership preference inventory and would like to provide in-person professional development for teams as a precursor to setting data-driven leadership goals. The school has been working with LeadershipEnergies for two years.

Quinn Sutton made a motion to approve the LeadershipEnergies, LLC Consulting Agreement; Royce Kimmons seconded. Motion passed; the votes were as follows:

- Gavin Hutchinson – AYE
- Royce Kimmons – AYE
- Quinn Sutton – AYE

CALENDARING

- National Charter Schools Conference is scheduled for June 20-22, 2022 and presents a professional development opportunity for the board and administration. Outcomes from the conference have been beneficial previously.

REPORTS

- **Director Report**

Dr. Tonks provided an update on the state of the school, including student achievement, anticipated enrollment, and the back-to-school carnival.

- **Professional Development Plan**

The plan outlines professional development opportunities for the upcoming school year.

- **Statewide Online Education Program**

The SOEP report for the previous year was provided. The history of the program was discussed, and the program has grown from its first year.

TRAINING

- **Budgeting and Finance Reports**

Cathie Hurst reviewed the financial reports provided monthly to the board. The reconciliation process and report preparation timelines were considered. The balance sheet and what to look for in the reports were outlined.

CALENDARING

- An electronic board meeting will be scheduled to approved LEA-specific licenses. The meeting is scheduled for September 10, 2021 at 8:30 AM.
- The next regular board meeting is scheduled for October 8, 2021 at 9:30 AM.

ADJOURN

- *Quinn Sutton made a motion to adjourn the board meeting. Motion passed; the votes were as follows:*

- *Gavin Hutchinson – AYE*

- *Royce Kimmons – AYE*

- *Quinn Sutton – AYE*

Board meeting adjourned at 10:11 AM.



Mountain Heights Academy
LEADERS IN DIGITAL EDUCATION

Principal's Report September 2021

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VISION

Mountain Heights Academy is the leader in digital education.

MISSION

To develop connected and successful learners.

STUDENT ACHIEVEMENT

1. [Parent/student orientation feedback](#) (09/01/2021)

MARKETING

1. [Marketing tracking by month](#) (09/01/2021)

STUDENT PERFORMANCE

1. [Student Performance Spreadsheet](#) (2020-2021 Q4, updated 6/2021)
2. [2021 Graduation Status Report](#) (updated June 2021)
3. [Longitudinal Grad Data](#) (83.2% for 2019, 82.2% for 2020)
4. [Comparative Graduation Rate Data for Like Schools in Utah 2017-2020](#)

LOTTERY

1. [Lottery Numbers Tracking 2021-2022](#) (see 2021-2022 tab) (09/01/2021)
 - a. 917 complete enrollments, 48 additional applications in queue

FACULTY/STAFF

STRATEGIC PLAN PROGRESS

School [Vision](#), [Mission](#), [Values](#), Goals, Objectives, and Metrics
Last Updated 6.2021

1. GOAL: Improve student success

DEFINITION: to help students know where they are academically and to help them progress and succeed

2. GOAL: Build a robust, connected community

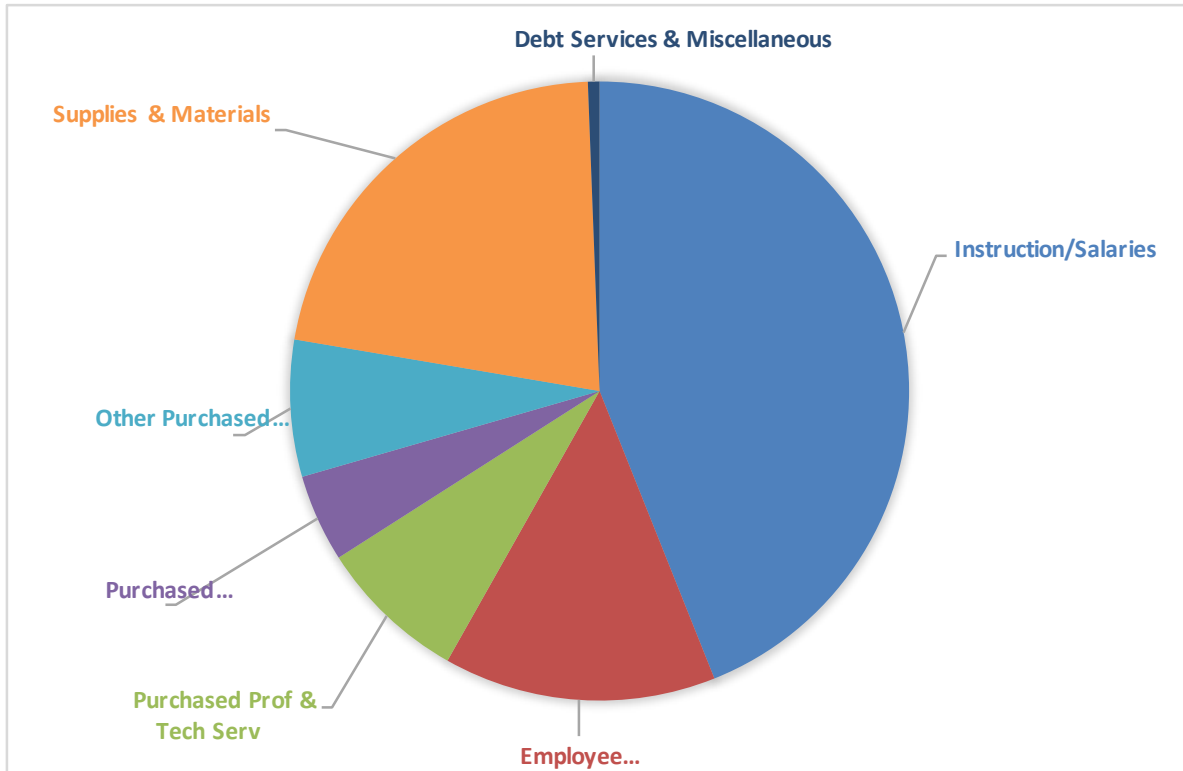
3. GOAL: Increase Open Educational Resource (OER) Impact

- Presentation on the Practical Application of OER Implementation was accepted at Open Education Global.

CALENDAR ITEMS

Mountain Heights Academy Board Profit and Loss 7/1/2021 - 7/31/2021

	Annual June 30, 2022	Year-to-Date July 31, 2021	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	90,000	19,080	21.2 %
Revenue From State Sources	10,558,392	1,237,063	11.7 %
Revenue From Federal Sources	215,837	0	0.0 %
Total Income	10,864,229	1,256,143	11.6 %
Expenses			
Instruction/Salaries	5,812,086	172,024	3.0 %
Employee Benefits	2,235,513	55,676	2.5 %
Purchased Prof & Tech Serv	612,000	30,459	5.0 %
Purchased Property Services	317,500	17,910	5.6 %
Other Purchased Services	344,700	27,942	8.1 %
Supplies & Materials	602,670	85,042	14.1 %
Debt Services & Miscellaneous	26,000	2,361	9.1 %
Total Expenses	9,950,469	391,414	3.9 %
Total Net Income	913,760	864,729	94.6 %



Mountain Heights Academy
Balance Sheet
As of 7/31/2021

	Period Ending 07/31/2021	Period Ending 07/31/2020
	<u>Actual</u>	<u>Actual</u>
Assets & Other Debits		
Current Assets		
Operating Cash	9,352,961	6,186,253
Accounts Receivables	59,159	62,484
Total Current Assets	<u>9,412,120</u>	<u>6,248,737</u>
Net Assets		
Fixed Assets	288,631	422,202
Depreciation	<u>(247,004)</u>	<u>(387,315)</u>
Total Net Assets	<u>41,627</u>	<u>34,887</u>
Total Assets & Other Debits	<u>9,453,747</u>	<u>6,283,624</u>
Liabilities & Fund Equity		
Current Liabilities	<u>232,644</u>	<u>200,442</u>
Fund Balance	<u>8,356,374</u>	<u>5,869,825</u>
Net Income	<u>864,729</u>	<u>213,357</u>
Total Liabilities & Fund Equity	<u>9,453,747</u>	<u>6,283,624</u>

SY21-22 LEA-S(pecific) R Effective 8/2021, the following are NOT allowed for LEA-S: Audiologist, Deaf Education, Preschool Special Ed., School Psychologist, School Social Worker, Special Ed (K-12), Speech Language Pathologist, Speech Language Therapist

LEA (District or Charter) Name	Last Name	First Name	Years Approved (1, 2, 3)	Is this a RENEWAL Request from SY20-21? (Y/N)	License Area 1	Endorsement 1	Endorsement 2	Rationale/Motions	Is Educator's Assignment in CACTUS? (Y/N)	Has LEA Specific tab in CACTUS been completed? (Y/N)	Does Educator Have a current BACKGROUND check? (Y/N)	Does Educator Have a current ETHICS check? (Y/N)
Mountain Heights Academy	Ashby	Chelsea	3	N	Secondary Education	American Sign Language		BA in Communication Disorders, Interpreting license, working on teacher certification	Y	Y	N	Y
Mountain Heights Academy	Heder	Benjamin	3	N	Secondary Education	Social Studies Composite	General Financial Literacy	Certified CTE teacher working to add endorsements	Y	Y	Y	Y
Mountain Heights Academy	Logan	Taylor	3	N	Secondary Education	American Sign Language		Degree in ASL, working on interpreting certification and teacher certification	Y	Y	Y	Y
Mountain Heights Academy	West	Linlea	3	N	Secondary Education	Intro to Computer Science	Programming and Software Development	Certified CTE teacher working to add endorsements	Y	Y	Y	Y
Mountain Heights Academy	Sedas	Janelle	2	N	Secondary Education	Spanish		Certified EI Ed/Spanish teacher working to add Secondary Ed endorsement	Y	Y	Y	Y
Mountain Heights Academy	Peck	Trevor	1	N	Secondary Education	Social Studies Composite		Certified SS teacher w/out of state license working on UT licensure	Y	Y	Y	Y

Mountain Heights Academy Board of Director's Meeting August 31, 2021

Action Item: LEA-Specific Educator License

Issue:

The School's administration is requesting that *Chelsea Ashby* be a candidate for an LEA-specific license.

Background:

Under the School's LEA-Specific Educator License Policy, the School's administration proposes to the Board of Directors individuals the administration feels are good candidates for an LEA-specific educator license. An LEA-specific educator license is a temporary license that teachers may teach under while they are in the process of completing the requirements for an associate or professional license. An LEA-specific educator license can be valid for one, two, or three years.

The School's administration has followed the processes and considered the criteria outlined in the Policy with respect to proposing the candidate named above to the Board candidates, including vetting and interviewing the candidate. The School's administration has also provided the Board with an explanation and rationale for requesting an LEA-specific educator license for the candidate. The administration's explanation and rationale for requesting an LEA-specific educator license for the candidate includes:

The candidate has completed her Bachelors degree BS in Communication Disorders and Deaf Education from USU (graduated May 2021) + Novice Interpreter certification (Aug 2020). She has worked as a paraeducator in the ASL department for two years and has demonstrated a high level of skill with working with students and managing content. She ran all the one-on-one student assessments and tutoring for ASL and managed all the grading. With the loss of both our ASL teachers, we needed to find a solution to continue our ASL program. Chelsea is well qualified to do so. Her DTL evaluations praised her work ethic and skill. There are very few ASL endorsed teachers in Utah.

The Board believes that it is appropriate under the policy to approve the administration's request for an LEA-specific educator license for the candidate named above.

Recommendation:

It is recommended that the Board approve the request for an LEA-specific educator license for *Chelsea Ashby* in the area of *Secondary Education- ASL* for a period of 3 year(s).

Mountain Heights Academy Board of Director's Meeting September 2021

Action Item: LEA-Specific Educator License

Issue:

The School's administration is requesting that *Benjamin Heder* be a candidate for an LEA-specific license.

Background:

Under the School's LEA-Specific Educator License Policy, the School's administration proposes to the Board of Directors individuals the administration feels are good candidates for an LEA-specific educator license. An LEA-specific educator license is a temporary license that teachers may teach under while they are in the process of completing the requirements for an associate or professional license. An LEA-specific educator license can be valid for one, two, or three years.

The School's administration has followed the processes and considered the criteria outlined in the Policy with respect to proposing the candidate named above to the Board candidates, including vetting and interviewing the candidate. The School's administration has also provided the Board with an explanation and rationale for requesting an LEA-specific educator license for the candidate. The administration's explanation and rationale for requesting an LEA-specific educator license for the candidate includes:

Mr. Heder has already started taking the history courses necessary for a Social Studies Composite license. He plans to take the Praxis in October 2022 and will complete the requirements to receive the Social Studies Composite endorsement. He is currently a highly qualified licensed Utah educator in Business/CTE, but he has always been interested in Social Studies and that is an area where we needed additional educators this year. He has also completed the courses for a General Financial Literacy endorsement and is working through the process to finish that endorsement.

The Board believes that it is appropriate under the policy to approve the administration's request for an LEA-specific educator license for the candidate named above.

Recommendation:

It is recommended that the Board approve the request for an LEA-specific educator license for *Benjamin Heder* in the area of *Secondary Education- Social Studies* and *General Financial Literacy* for a period of 3 year(s).

Mountain Heights Academy Board of Director's Meeting August 4, 2021

Action Item: LEA-Specific Educator License

Issue:

The School's administration is requesting that *Bobbi (Taylor) Logan* be a candidate for an LEA-specific license.

Background:

Under the School's LEA-Specific Educator License Policy, the School's administration proposes to the Board of Directors individuals the administration feels are good candidates for an LEA-specific educator license. An LEA-specific educator license is a temporary license that teachers may teach under while they are in the process of completing the requirements for an associate or professional license. An LEA-specific educator license can be valid for one, two, or three years.

The School's administration has followed the processes and considered the criteria outlined in the Policy with respect to proposing the candidate named above to the Board candidates, including vetting and interviewing the candidate. The School's administration has also provided the Board with an explanation and rationale for requesting an LEA-specific educator license for the candidate. The administration's explanation and rationale for requesting an LEA-specific educator license for the candidate includes:

The candidate has completed her degree in American Sign Language and is currently working on the examinations required to be a licensed interpreter. She has been working as a paraeducator in the ASL department for the last year and has demonstrated a high level of skill with working with students and managing content. She ran all the one-on-one student assessments and tutoring for ASL and managed all the grading. With the loss of both our ASL teachers, we needed to find a solution to continue our ASL program. Bobbi is well qualified to do so. Her DTL evaluations praised her work ethic and skill. There are very few ASL endorsed teachers in Utah.

The Board believes that it is appropriate under the policy to approve the administration's request for an LEA-specific educator license for the candidate named above.

Recommendation:

It is recommended that the Board approve the request for an LEA-specific educator license for *Bobbi (Taylor) Logan* in the area of *Secondary Education- ASL* for a period of 3 year(s).

Mountain Heights Academy Board of Director's Meeting

Action Item: LEA-Specific Educator License

Issue:

The School's administration is requesting that *Linlea West* be a candidate for an LEA-specific license/endorsement.

Background:

Under the School's LEA-Specific Educator License Policy, the School's administration proposes to the Board of Directors individuals the administration feels are good candidates for an LEA-specific educator license. An LEA-specific educator license is a temporary license that teachers may teach under while they are in the process of completing the requirements for an associate or professional license. An LEA-specific educator license can be valid for one, two, or three years.

The School's administration has followed the processes and considered the criteria outlined in the Policy with respect to proposing the candidate named above to the Board candidates, including vetting and interviewing the candidate. The School's administration has also provided the Board with an explanation and rationale for requesting an LEA-specific educator license for the candidate. The administration's explanation and rationale for requesting an LEA-specific educator license for the candidate includes:

The candidate has a current Utah Secondary certification and a Level IV endorsement in mathematics. She holds both an undergraduate and Masters degree in Mathematics. Linlea has been earning a computer science endorsement and was working under a LOA for the 2019-2020 school year. In March 2020, the state stopped offering the endorsement Linlea was working towards (Computer Science I). They replaced it with 3 different endorsements, all with new requirements. After consulting with the administration at Mountain Heights, we decided that the endorsement Linlea should earn is the Intro to Computer Science endorsement. She is currently enrolled in the USU Continuing Education Computer Science program, which is a state approved series of courses that meet the Intro to Computer Science requirements. She will complete the program within 3 years, by August 2024.

The Board believes that it is appropriate under the policy to approve the administration's request for an LEA-specific educator license for the candidate named above.

Recommendation:

It is recommended that the Board approve the request for an LEA-specific educator license for *Linlea West* in the area of *CTE*, with the following endorsement: *Intro to Computer Science* for a period of 3 year(s).

**Mountain Heights Academy Board of Director's Meeting
August 4, 2021**

Action Item: LEA-Specific Educator License

Issue:

The School's administration is requesting that *Janel Sedas* be a candidate for an LEA-specific license.

Background:

Under the School's LEA-Specific Educator License Policy, the School's administration proposes to the Board of Directors individuals the administration feels are good candidates for an LEA-specific educator license. An LEA-specific educator license is a temporary license that teachers may teach under while they are in the process of completing the requirements for an associate or professional license. An LEA-specific educator license can be valid for one, two, or three years.

The School's administration has followed the processes and considered the criteria outlined in the Policy with respect to proposing the candidate named above to the Board candidates, including vetting and interviewing the candidate. The School's administration has also provided the Board with an explanation and rationale for requesting an LEA-specific educator license for the candidate. The administration's explanation and rationale for requesting an LEA-specific educator license for the candidate includes:

The candidate is in the process of applying for and receiving her AEL Secondary Certification with a Spanish endorsement. She currently has a Bachelor of Science degree in Elementary Education and a minor in Spanish. We expect that she will be approved for the AEL license within the 2021-2022 school year.

The Board believes that it is appropriate under the policy to approve the administration's request for an LEA-specific educator license for the candidate named above.

Recommendation:

It is recommended that the Board approve the request for an LEA-specific educator license for *Janelle Sedas* in the area of *Secondary Education- Spanish Teaching* for a period of 2 year(s).

Mountain Heights Academy Board of Director's Meeting September 2021

Action Item: LEA-Specific Educator License

Issue:

The School's administration is requesting that *Trevor Peck* be a candidate for an LEA-specific license.

Background:

Under the School's LEA-Specific Educator License Policy, the School's administration proposes to the Board of Directors individuals the administration feels are good candidates for an LEA-specific educator license. An LEA-specific educator license is a temporary license that teachers may teach under while they are in the process of completing the requirements for an associate or professional license. An LEA-specific educator license can be valid for one, two, or three years.

The School's administration has followed the processes and considered the criteria outlined in the Policy with respect to proposing the candidate named above to the Board candidates, including vetting and interviewing the candidate. The School's administration has also provided the Board with an explanation and rationale for requesting an LEA-specific educator license for the candidate. The administration's explanation and rationale for requesting an LEA-specific educator license for the candidate includes:

Mr. Peck holds a Social Studies Composite license in Oregon and is a highly qualified educator. He recently moved to Utah and immediately started working with USBE to update his license to a Utah Secondary Education--Social Studies credential. He is on track to complete the process by January 2022.

The Board believes that it is appropriate under the policy to approve the administration's request for an LEA-specific educator license for the candidate named above.

Recommendation:

It is recommended that the Board approve the request for an LEA-specific educator license for *Trevor Peck* in the area of *Secondary Education- Social Studies* for a period of 1 year(s).

Our mission is to develop connected and successful learners.

Dear Superintendent Dickson,

The Mountain Heights Academy Board of Directors approved LEA-Specific educator licenses to six individuals in a public meeting held on September 10th, 2021. The license areas, and endorsements shall be valid for one, two, or three academic years as indicated on the attached spreadsheet which contains the associated educator information and rationale for the request. All LEA-Specific licenses will expire on June 30th of the final academic year approved.

The Mountain Heights Academy Board of Directors submits the following assurances:

- o Mountain Heights Academy has adopted a policy, in accordance to R277-301-7, to prepare and support educators with an LEA-Specific license. This policy is posted online at <http://www.mountainheightsacademy.org/wp-content/uploads/2020/09/BOARD-POLICY-MANUAL-MHA.pdf>
- o The educator has completed a criminal background check in accordance with Rule R277-214 and continued monitoring in accordance with 53G-11-403 (1);
- o Mountain Heights Academy will provide requisite training (educator ethics, classroom management/instruction, special education law/instruction, & Utah Effective Teaching Standards) within the first year of employment;
- o The educators will complete the USBE Ethics Review within one calendar year prior to being issued the license;
- o Mountain Heights Academy will post all educator data, including assignments, in CACTUS no later than 60 days following the date of the public governing board meeting approving the license area(s) and/or endorsement(s);
- o For special education or preschool special education license areas, Mountain Heights Academy shall provide special education law training recommended by the Superintendent within the first month of employment; and
- o Each LEA school employing an individual with an LEA-Specific license will prominently post the following on the school's website:
 - o Disclosure that the school employs individuals holding an LEA-Specific educator license, license areas, and/or endorsements;
 - o An explanation of the types of educator licenses issued by USBE (Professional, Associate,

LEA-Specific);

o Percentage (based on FTE) of types of licenses, license areas, and endorsements held by educators employed in the school;

o A link to the Utah Educator Look-up Tool.

The Mountain Heights Academy Board of Directors additionally acknowledges that LEA-Specific educator licenses, license areas, or endorsements may be renewed by the Utah State Board of Education. These renewals will be approved or denied on a case by case basis.

Sincerely,

Gavin Hutchinson
Board Chair
Mountain Heights Academy

**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, 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 26 day of August 2021, between **Mountain Heights Academy**, a Utah nonprofit corporation (the “School”), and Lisa Boucher, 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 an English 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: M.S. - Curriculum and Instruction obtained through Western Governors University. HERE is the program guide that has course work clearly listed within. [[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.
- 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.

1)The Reflective Practioner	3.0	\$1163.33
2)Designing Curriculum and Instruction 1	3.0	\$1163.33
3)Data-informed practices	3.0	\$1163.33

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]]**

3. 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:

Director

The Teacher:

Lisa Boucher

**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 year, up to a total of thirty-six (36) credit hours, 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 ___20th___ day of ___August___, 2021__, between **Mountain Heights Academy**, a Utah nonprofit corporation (the “**School**”), and Jennifer Klein, 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 Social Studies 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:

Western Governors University, Master of Education, Learning, and Technology.

Fall Classes I am requesting tuition reimbursement:

Class	Credit	Cost
Research Foundations	2	\$224
Research Questions and Literature	2	\$224
Research Design and Analysis	2	\$224
Research proposals	2	\$224

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.

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.

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:

Director

The Teacher:

**School Land Trust Committee
2021-2022**

Name	Elected	Two-year term completed	Role
Mike Boss	2020-2021	2021-2022	Parent
Jarod Reid	2020-2021	2021-2022	Parent
Amber Rock	2020-2021	2021-2022	Parent
Heather Leary	2021-2022	2022-2023	Parent
Sara Davis	2021-2022	2022-2023	Parent
DeLaina Tonks	N/A	N/A	Principal
Lacie Jensen	N/A	N/A	SpED Teacher
Kimberly McDermaid	N/A	N/A	Secretary

Mike Boss:

Mike has 17 years of experience developing the Land Trust for Wasatch Elementary and 3 years at North Davis Jr. High. He is excited to be on the Mountain Heights Academy land trust committee.

Amber Rock:

Amber works full-time as a first-grade teacher at a public school in Sandy. She currently serves on their SCC board. Her daughter started 7th grade last year at Mountain Heights Academy, and she looks forward to having the opportunity to be more involved in her school.

Jarod Reid:

Jarod is the Vice President of Technology at Morgan Stanley, as well as a Software Engineering instructor at Thinkful Academy with over 6 years of exclusively online instruction experience. His experience provides a unique perspective on the challenges of an exclusively online school, as well as the unusual technological requirements.

Heather Leary:

Dr. Leary is an Assistant Professor of Instructional Psychology & Technology at BYU and the proud mom of a Mountain Heights Academy 11th grader. Heather's work focuses on tackling

complex educational challenges in K-12 and higher ed. She uses design-based research, research-practice partnerships, problem-based learning, and research synthesis to generate usable knowledge and alignment between the principles of learning and instructional practice.

Sara Davis:

Sara Davis has been the Treasurer for John F Kennedy Jr High PTSA and Hunter High School PTSA, working with other parents and administrators to plan Teacher Appreciation Days, Student Recognition and activities for the schools. She works full-time as the CFO of a local restaurant group, but has flexibility in her schedule to be able to contribute to the school's committee.

Leading School Community Councils: Responsibilities of Local School Boards

LAND Trust Plan Approval Guidelines

A LAND Trust Plan must have at least one goal and all goals must be academic and student focused. Goals with the same measurements may be combined. The district may choose to limit the number of goals. Too many goals may make implementation and reporting more difficult.

- Does the plan address the academic priorities of the board? Will plan expenditures have a direct impact on the instruction of students in math, science, language arts, or other board priorities? If other core subjects are addressed, has the school demonstrated appropriate progress in the above areas?
- Is the goal measurable, student-focused, and academic?
- Does each goal clearly address a school's greatest academic need, enhance and improve academic excellence at the school, and implement a component of the school's teacher and student success plan?
- Is it apparent that the goals have been written to address an academic need identified through a data review, including an action plan to implement the goal?
- Goals must include a measurement to evaluate progress towards the goal. Does each goal specify measurable outcomes and how the council will monitor progress towards achieving the goal?
- If behavioral interventions are included as part of a measurable academic goal, is it clear how they are a necessary component of the action plan?
- Are each of the action plan steps mirrored in the expenditure list?
- Components of academic goals that incorporate digital citizenship training and/or safety principles as a component of the action plan, may not exceed a total of \$7,000 for a single plan.
- School LAND Trust funds should benefit the students the same year they are allotted.
- Schools may carryover up to 10% of funds. Carryover greater than 10% requires explanation and local board approval. Will this school have carryover? Is it under 10%? If the plan has a large carry-over without a valid reason, the goals and expenditures should be reconsidered and edited to spend the funds for the upcoming year students.
- All expenditures must be accounted for in each goal. Are expenditures specifically identified in the action plan?
- The signature page is designed to show school boards that council members are participating in the development of the School LAND Trust plan. Signature pages include the language, *"I fully participated in the development and creation of my School LAND Trust Plan."* Does a signature page accompany the LAND Trust Plan?

School LAND Trust Program - Appropriate Expenditures

February 2021

The requirements of the School LAND Trust Program have changed over time as distributions have increased and emerging student needs are identified. We have provided the current Utah State Code and State Board Rule defining appropriate expenditures with funds from the School LAND Trust program. All expenditure discussions should begin by defining a school's most critical academic need by reviewing school-wide assessment data. The council then makes a goal for measurable student improvement and makes plans to expend funds on allowable research-based programs and interventions to meet the goal. Positive behavioral interventions are no longer limited to \$7,000 and must be used as a strategy to meet an academic goal.

[Utah Code 53G-7-1206](#) School LAND Trust Program

4(a) A council shall create a program to use its allocation...to implement a component of the school's (Teacher and Student) success plan, including:

- (i) The school's identified most critical academic needs;
- (ii) A recommended course of action to meet the identified academic needs;
- (iii) A specific listing of any programs, practices, materials, or equipment which the school will need to implement a component of its school improvement plan to have a direct impact on the instruction of students and result in measurable increased student performance; and
- (iv) How the school intends to spend its allocation of funds under this section to enhance or improve academic excellence at the school.

[State Board Rule R277-477-4](#) Appropriate Use of School LAND Trust Program Funds

(1) Parents, teachers, and the principal, in collaboration with an approving entity, shall review school-wide assessment data annually and use School LAND Trust Program funds in data-driven and evidence-based ways to improve educational outcomes, consistent with the academic goals of the school's teacher and student success plan (success plan) framework under Subsection 53G-7-1304(1)(a) and the priorities of the LEA governing board, including:

- (a) strategies that are measurable and show academic outcomes with multi-tiered systems of support; and
- (b) counselors and educators working with students and families on academic and behavioral issues when a direct impact on academic achievement can be measured.

(2) A school's School LAND Trust Program expenditures shall have a direct impact on the instruction of students in the particular school's areas of most critical academic need and consistent with the academic priorities of the LEA's governing board:

- (a) to increase achievement in:
 - (i) English;

- (ii) language arts;
 - (iii) mathematics; and
 - (iv) science; and
- (b) for high schools to:
- (i) increase graduation rates; and
 - (ii) promote college and career readiness.

(3) A school may not use School LAND Trust Program funds for the following:

- (a) costs related to district or school administration, including accreditation;
- (b) expenses for:
 - (i) construction;
 - (ii) maintenance;
 - (iii) facilities;
 - (iv) overhead;
 - (v) furniture;
 - (vi) security; or
 - (vii) athletics; or
- (c) expenses for non-academic in-school, co-curricular, or extracurricular activities.

(4) A school that demonstrates appropriate progress and achievement consistent with the academic priorities of the LEA governing board outlined in Subsection (2) may request local board approval of a plan to address other academic goals if the plan includes:

- (a) how the goal is in accordance with the core standards established in Rule R277-700
- (b) how the action plan for the goal is:
 - (i) data driven;
 - (ii) evidence based; and
 - (iii) has a direct impact on the instruction of students consistent with Subsections (1) and (2);
- (c) the data driving the decision to spend School LAND Trust funds for academic needs outlined in this Subsection (4); and
- (d) the anticipated data source the school will use to measure progress.

(5) A council may budget and spend no more than \$7,000 for an academic goal or component of an academic goal than incorporates any combination of the following:

- (a) digital citizenship training under Subsection 53G-7-1202(3)(a)(iii); or
- (b) safety principles consistent with Subsection 53G-7-1202(1)(d)

(6) A school district or local school board may not require a council or school to spend the school's School LAND Trust Program funds on a specific use or set of uses.

(7) Student incentives implemented as part of an academic goal in the School LAND Trust Program may not exceed \$2 per awarded student in an academic school year.

LEADING TRUST LAND COUNCILS:

RESPONSIBILITIES OF GOVERNING BOARDS

Karen Rupp

School Children's Trust

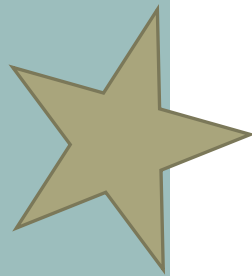
Utah State Board of Education

February 2021

ROLE OF GOVERNING BOARDS

Governing Boards are the adjudicator and protector of these funds that are intended to benefit the public-school children of Utah in perpetuity.

GOVERNING BOARD RESPONSIBILITIES IN CODE AND RULE



Training provided for all Trust Land Council members and Board Members

Read and approve School LAND Trust plan

Assure compliance with state law and board rules

Provide information & data to councils so they may complete their work

Ensure councils have a Digital Citizenship and School Safety Plan

Funds are received and spent according to the approved School to LAND Trust Plan

Approve election timelines

Review Final Reports - Board or staff reviews and reports to Board.

PLAN APPROVAL

The Governing Board should make sure that the money is being spent to meet critical academic needs, and that it directly impacts the instruction of students and improves academic excellence.

R277-477

(11)(a) Prior to approving a plan, an approving entity shall review a School LAND Trust plan under the approving entity's purview to confirm that a School LAND Trust plan contains:

- (i) academic goals;
- (ii) specific steps to meet the academic goals described in Subsection (11)(a)(i);
- (iii) measurements to assess improvement; and
- (iv) specific expenditures focused on student academic improvement needed to implement plan goals.

LEA TIMELINE 20-21



NOW MARCH
5 - 26

- Final Report for prior year with UPEFS data imported

AVAILABLE
MARCH 19

- Charters Plan – ~~April 1st~~ Extended to May 1st
Upcoming plans must be completed, approved and ready for USBE School Children’s Trust review for compliance

Utah State Board of Education
School Children's Trust Section

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natalie.gordon@schools.utah.gov

karen.rupp@schools.utah.gov



www.schools.Utah.gov/SchoolLANDTrust

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