

MOUNTAIN HEIGHTS ACADEMY BOARD OF TRUSTEES MEETING



Date: Friday, June 17, 2022

Time: 10:00 AM

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

Teleconference: <https://us02web.zoom.us/j/89200620467>

Meeting ID: 892 0062 0467; Passcode: MHA

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

AGENDA

CALL TO ORDER

STUDENT SPOTLIGHT

PUBLIC COMMENT (comments will be limited to three minutes)

CONSENT ITEMS

- April 15, 2022 Board Meeting Minutes

TRAINING

- Utah Open and Public Meetings Act

REPORTS

- Director Report
 - Attendance Policy Review & Data
 - Donations and Fundraising Policy Review
 - Math Competency Data
 - Sex Education Instruction Policy Review & Data
 - Student Conduct and Discipline Data
 - Positive Behaviors Plan Report
- Finance Report
 - Fraud Risk Assessment
 - Annual Commitment to Ethical Behavior

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 52-4-7.8.

VOTING ITEMS

- Amended 2021-2022 Budget
- 2022-2023 Budget
- Eide Bailly Audit Engagement
- Board Terms and Elected Officers
- Responsible Use Policy for Technology Resources
- Teacher and Student Success Act (TSSA) Program Plan
- 2022-2023 Washington D.C. School Trip
- Lattice
- Open LMS
- GoGuardian
- NWEA MAP
- Sun Print Solutions
- Marketing Services
- Tuition Reimbursement Agreements
- Executive Director Employment Agreement

CALENDARING

- 2022-2023 Meeting Schedule

CLOSED SESSION

- Closed session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(l)(a).

ADJOURN

MOUNTAIN HEIGHTS ACADEMY BOARD OF TRUSTEES MEETING



EXECUTIVE SUMMARY

STUDENT SPOTLIGHT

- National History Day State Winners
- English Quest Award Winners

ANNUAL COMMITMENT TO ETHICAL BEHAVIOR

Please review the Ethics Policy and then all board members will be asked to sign the commitment to ethical behavior statement.

ATTENDANCE POLICY REVIEW AND DATA

The school seeks to accurately monitor and record attendance information, annually review attendance data, and consider revisions to the attendance policy and procedures to encourage student attendance. No changes are recommended to the policy at this time.

School Attendance					
Mountain Heights LEA Admin					
Date: 6/14/2022					
From: 8/25/2021 To: 6/14/2022					
School	Classes Enrolled	Classes Attended	Attendance Percentage	Classes Absent	Absent Percentage
Mountain Heights Academy	1,147,483	1,124,521	98.00%	22,962	2.00%
Overall Totals:	1,147,483	1,124,521	98.00%	22,962	2.00%

DONATION AND FUNDRAISING POLICY REVIEW

The Board will review this policy annually to ensure that adequate controls are in place. No changes are recommended to the policy at this time.

MATH COMPETENCY REPORT

The purpose of this report is to inform the board of Mountain Heights Academy of the math competency of the recently graduated senior class in accordance with rule R277-700-9.

The report asks for the number of students in four categories pertaining to the recently

graduated class of seniors:

- (i) those who intend to pursue a college degree and have met the math competency outlined,
- (ii) those who intend to pursue a college degree and have not met the math competency outlined,
- (iii) those who do not intend to pursue a college degree, and
- (iv) students with IEPs.

SEX EDUCATION INSTRUCTION POLICY AND DATA

Every two years the Board of Directors is required to review the policy and the data regarding teen pregnancy, child sexual abuse, sexually transmitted diseases and sexually transmitted infections, and the number of pornography complaints or other instances reported in the School. No changes are recommended to the policy at this time.

STUDENT CONDUCT AND DISCIPLINE POLICY REVIEW AND DATA

The provided report details all out-of-school suspensions and expulsions as required annually. No changes are recommended to the policy at this time.

BOARD MEMBER TERMS AND ELECTED OFFICERS

Royce Kimmons term is ending June 30, 2022. Board members are eligible for a three-year term renewal, not to exceed three consecutive terms.

Annually the board is required to elect officers to fill the positions of president, vice president, financial coordinator, and secretary.

RESPONSIBLE USE POLICY FOR TECHNOLOGY RESOURCES

This policy is intended to ensure the safe and responsible use of the school's electronic resources. This policy must be reviewed and approved annually to ensure that it continues to meet needs. No changes are recommended to the policy at this time.

2022-2023 WASHINGTON D.C. SCHOOL TRIP

[Click here to read the summary.](#)

LATTICE

Lattice is a teacher/staff evaluation platform/repository that will allow us to differentiate our evaluation processes by category, such as staff, team leads, counselors, faculty, tutors, paras

and keep all relevant documents, schedules, and instructions in the same place. We had a committee review multiple platforms, received bids, reviewed tech functionality, had legal review the contract, and have selected Lattice for the next year.

OPEN LMS

Open LMS is our learning management system where all of our courses "live," so essentially, it is our campus. The invoice is the renewal for \$17,884.67 for 1500 users for 2022-2023. By comparison, the majority of big name LMS systems are a minimum of double, and up to triple the price.

GOGUARDIAN

GoGuardian is the filter system used for students on the Chromebooks. GoGuardian recently acquired PearDeck, a Google slides add-on that helps teachers create engaging presentations. The school has requested the invoices be combined and adjust payment dates to be July 1 to June 30 for both.

NWEA MAP

The Measured Academic Progress (MAP) test measures student academic growth and is given at the beginning and the end of the school year to ensure that our students are making academic progress. It is a nationally normed test, meaning we can see how MHA compares across the state and nation. The School Land Trust team voted to use its funds to purchase the MAP testing platform for FY23.

SUN PRINT SOLUTIONS

[Click here to read the summary.](#)

TUITION-REIMBURSEMENT AGREEMENTS

Sara Scholes is working on her master's degree in Administration / Education Leadership at Southern Utah University. The administration supports her working toward this degree and requests that the tuition reimbursement be approved by the board.

NATIONAL HISTORY DAY 2022

MOUNTAIN HEIGHTS ACADEMY WINNERS

National History Day, founded in 1974, is a year-long academic program focused on historical research, interpretation and creative expression for 6th- to 12th-grade students. By participating in NHD, students become writers, filmmakers, web designers, playwrights and artists as they create unique contemporary expressions of history.

Our Region Advancers competed at State National History Day in April. Four of our eight competitors placed at State! Our two National Qualifiers will be competing for Utah at the National Competition June 12-16.

At Mountain Heights Academy we are proud of our students who placed at National History Day 2022.

National History Day–State Competition 2022

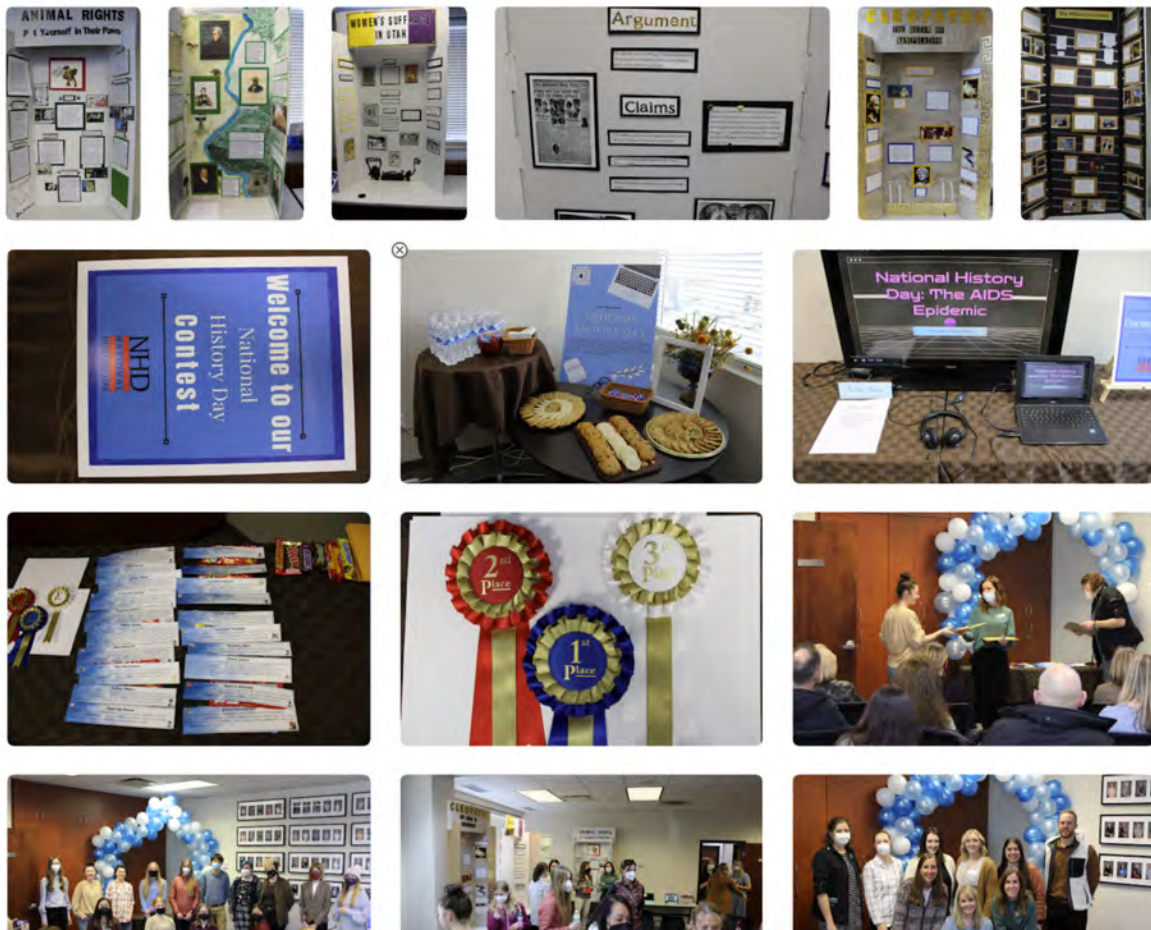
Category	Student Name/ Faculty Mentor	Award	Title
Documentary Junior Division	Malia Chaya/ Karlee Genther	National Qualifier	Foreign Policy and the Road to War
	Rachel Parke/ Kinsey Eborn	National Qualifier	
Exhibit Senior Division	Rachel Parke	American West cash prize award, sponsored by Charles Redd Center for Western Studies, BYU	Mountain Meadows Massacre
Exhibit Senior Division	Emmaline Kimmons/ McKenzie Bassett	Honorable Mention (Alternate to Nat'l Team)	Milan Conference Full exhibit in slides
Documentary Junior Division	Kimari Perng/ Trevor Peck	Honorable Mention (Alternate to Nat'l Team)	The Civil Liberties Act: An Attempt to Make Amends
	Kimari Perng	Glen & Caroline Miner Prize in Utah History sponsored by Smith-Pettit Foundation	

History Day

<https://photos.google.com/album/AF1QipNKdhowPfEiUCqfZZwN7zOJbnSNhRpfyXelHID>

This year's National History Day theme was Debate and Diplomacy in History. Students from grades 7-11 spent the first semester choosing a topic to go with the theme, researching that topic, and putting together their project. National History Day was the culmination of their efforts! We had a great showing of exhibits, documentaries, and papers from our honors students. Several of the students said that History Day was really fun and they learned a lot.

"We had one of the best turnouts we have ever had. Students created amazing projects and really showed off their talents." -Mrs. Bench



ENGLISH QUEST 2022

MOUNTAIN HEIGHTS ACADEMY WINNERS

Utah English Quest, founded in 2005, is a language arts festival designed to celebrate and promote all areas of literacy. This festival, held annually in the spring, encourages and rewards Utah students' excellence in reading, writing, speaking, presenting, filming, drawing, and acting. The contests showcase students' expression and expertise in their use of language and communication. All Utah students in grades 9-12 are invited to participate in this opportunity to share and present their language arts talents and abilities. Jr. English Quest is available to junior high and middle school students in grades 6-8.

At Mountain Heights Academy we are proud of our five students who placed at English Quest 2022.

Jr. English Quest 2022

Grades 6-8

Category	Student Name	Award	Title
Poetry	Navinaiah Nunez	2nd place	A Warm Solitude
Short Story	Saylor Jensen	1st place	Dark New World
Short Story	Maria Lloyd	3rd place	Cold and Inferior

English Quest 2022

Grades 9-12

Category	Student Name	Award	Title
Personal Narrative	Morgan Hamilton	1st place	A Moment That Shaped Me
Personal Narrative	Alina Baron	2nd place	Idol to Human

MOUNTAIN HEIGHTS ACADEMY BOARD OF TRUSTEES MEETING



Date: Friday, April 15, 2022

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

Board Members in Attendance: Gavin Hutchinson, Kari Malkovich, Quinn Sutton, Wade Glathar

Board Members Excused: Royce Kimmons

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 9:39 AM.

CONSENT ITEMS

- February 11, 2022 Board Meeting Minutes**

Kari Malkovich made a motion to approve the February 11, 2022 Board Meeting Minutes; Quinn Sutton seconded. Motion passed; the votes were as follows:

- Gavin Hutchinson – AYE
- Kari Malkovich – AYE
- Quinn Sutton – AYE
- Wade Glathar – AYE

PUBLIC COMMENT

- No public comment.

REPORTS

- Finance Report**

Cathie Hurst reviewed the financial reports and the expenses to date. The full budget breakout was provided, and areas of note were explained.

- Director Report**

Dr. Tonks provided an update on the current state of the school, including student recognitions, the Washington DC trip, student performance data, and enrollment. The faculty and staff were able to attend the DLAC conference. The organizational infrastructure for next year has been adjusted. The school goals have been updated through 2025 along with how the school is meeting the goals.

- **RDA Letter**

The school was awarded a great risk score and the school puts a great emphasis on

serving students with disabilities. The indicators that were high are being evaluated and a testing committee has been formed to determine barriers and how the school can support testing.

VOTING ITEMS

- **Teacher Salary Schedule**

A salary audit was conducted, and the proposal outlines the recommended salary schedules. The history of adjusting salaries was discussed.

Kari Malkovich made a motion to approve the Teacher Salary Schedule; Quinn Sutton seconded. Motion passed; the votes were as follows:

- Gavin Hutchinson – AYE
- Kari Malkovich – AYE
- Quinn Sutton – AYE
- Wade Glathar – AYE

- **Achieve3000 Actively Learn**

The use of Actively Learn for dictation is helpful for teachers and students.

Wade Glathar made a motion to approve the Achieve3000 Actively Learn subscription expenses; Kari Malkovich seconded. Motion passed; the votes were as follows:

- Gavin Hutchinson – AYE
- Kari Malkovich – AYE
- Quinn Sutton – AYE
- Wade Glathar – AYE

- **The Chariot Group Technology Purchase**

A study concluded the quality of the microphone helps with student information retention and to build teacher credibility. It is recommended to purchase high quality microphones for teachers to support learning.

Quinn Sutton made a motion to approve the Chariot Group Technology Purchase of microphones; Wade Glathar seconded. Motion passed; the votes were as follows:

- Gavin Hutchinson – AYE
- Kari Malkovich – AYE
- Quinn Sutton – AYE
- Wade Glathar – AYE

Quinn Sutton stated a potential conflict of interest with Logitech. The school will consider this further.

- **Amended LEA-Specific License Policy**

The changes to the policy include removing LEA-specific special education licenses.

Wade Glathar made a motion to approve the amended LEA-Specific License Policy; Kari Malkovich seconded. Motion passed; the votes were as follows:

- Gavin Hutchinson – AYE
- Kari Malkovich – AYE
- Quinn Sutton – AYE
- Wade Glathar – AYE

- **Amended Procurement Policy**

The revisions update the procurement rules and laws and includes additional bid

requirements and procedures.

Quinn Sutton made a motion to approve the amended Procurement Policy; Wade Glathar seconded. Motion passed; the votes were as follows:

- *Gavin Hutchinson – AYE*
- *Kari Malkovich – AYE*
- *Quinn Sutton – AYE*
- *Wade Glathar – AYE*

- **Sex Education Curriculum Materials Review Committee**

The membership of the sex education review committee and the responsibilities of the committee were discussed.

Kari Malkovich made a motion to approve the Sex Education Curriculum Materials Review Committee membership; Wade Glathar seconded. Motion passed; the votes were as follows:

- *Gavin Hutchinson – AYE*
- *Kari Malkovich – AYE*
- *Quinn Sutton – AYE*
- *Wade Glathar – AYE*

CALENDARING

- The annual Board Meeting will be held June 17, 2022 at 9:30 AM in person at Mountain Heights Academy.

ADJOURN

- *Kari Malkovich made a motion to adjourn the board meeting.*
Board meeting adjourned at 10:22 AM.

Utah Open & Public Meetings Act

Annual Training Materials

DEFINITIONS

Public Policy: it is the intent of the Open and Public Meetings Act (the “Act”) that public bodies take their actions *and* conduct their deliberations openly.

A “**Meeting**” is defined as (i) the “convening” of a public body (ii) with a “quorum” present. This includes a workshop or an executive session, whether in person or by means of electronic communications.

Electronic Message Transmissions. The Act does not restrict a board member from transmitting an electronic message to other board members at a time when the board is not convened in an open meeting. (Remember, electronic messages are subject to the Government Records Access Management Act and the Act’s definition of a “meeting.”)

“**Convening**” means the calling together of the board by a person authorized to do so for the purpose of discussing, receiving comments from the public about, or acting upon a matter over which the board has jurisdiction or advisory power.

A “**Quorum**” is defined by the organization’s bylaws.

NOTICE REQUIREMENTS

Notice of public meetings must be: (i) posted at the principal office, or if that does not exist, at the building where the meeting is to be held; (ii) posted on the Utah Public Notice Website (www.utah.gov/pmn/); and (iii) provided to newspaper/media (accomplished by posting on the Utah Public Notice website).

- 1) Notice must be provided no less than 24 hours prior to the meeting.
- 2) Notice must include the meeting agenda, date, time, and place.
- 3) Annual Notice. If regular meetings are scheduled in advance over the course of a year, the board must give notice at least once each year of its annual schedule (date, time, place).
- 4) Agendas. The agenda must provide reasonable specificity of each topic that will be considered at the board meeting.

Public Comment. At the discretion of the board chair, a topic raised by the public can be discussed during the meeting even if it was not included on the agenda. However, the board cannot take final action on a topic unless it was included on a properly noticed agenda.

- 5) Emergency Meetings. If the board holds an “emergency meeting,” as defined by §52-4-202(5), the notice requirements above do not apply. Emergency meetings are limited to unforeseen circumstances that require immediate consideration, and the best practicable notice is still required.

ELECTRONIC MEETINGS - A board can hold an electronic meeting if it has adopted a resolution/rule/ordinance governing the use of electronic meetings (satisfied by adopting Electronic Meetings Policy).

- 1) Electronic Meeting Notice Requirements. In addition to the public notice requirements for a regular meeting, notice for an electronic meeting must also include: (i) written notice at the anchor location (unless no anchor location exists in accordance with the exception below); and (ii) 24 hr. minimum notice to board members with a description of how they will be connected to the meeting.
- 2) Anchor Location Requirements. When holding an electronic meeting, the board must identify an “anchor location” and provide space where members of the public can attend the open portions of the meeting. The anchor location must be in the building/location where the board would normally meet if they were not holding an electronic meeting.

Exception to Anchor Location Requirement: No anchor location is required if the board chair determines: (i) that having an anchor location presents a substantial risk to the health or safety of those present at the anchor location; or (ii) the location where the board would normally meet has been ordered closed for public health/safety reasons. If no anchor location will be made available under this exception, the public notice for the meeting must include a statement of the chair’s risk determination, a summary of the facts supporting the determination, and information on how the public can attend electronically. The determination is valid for 30 days.

REQUIRED OPEN MEETING RECORDS - Written minutes and a recording shall be kept for all open meetings.

- 1) Written Minutes. Minutes must include the following:
 - a) the date, time and place of the meeting;
 - b) the names of members present and absent;
 - c) the substance of all matters proposed, discussed or decided (or audio link);
 - d) a record, by individual member, of each vote taken;
 - e) the name of any person who provides comments to the board, as well as a brief summary (or audio link) of their comment; and

- f) any information that a board member asks to be entered in the minutes.

Note: Pending minutes must indicate they are not approved.

- 2) Audio Recording. The board must maintain a complete and unedited recording of all open portions of each meeting.

Note: members of the public can record the meeting so long as it does not interfere with the meeting.

- 3) Public Availability of Records:

- a) *Pending Minutes*: must be made available within a reasonable time after the meeting.
- b) *Approved Minutes & Meeting Materials*: within three (3) business days after approving written minutes, the board must: (i) post the approved minutes *and* meeting materials distributed at the meeting to the Public Notice Website; and (ii) make both available at the primary office.

Note: If an individual presents or provides electronic information related to an agenda item, the board shall require a copy to be included in the public record.

- c) *Recording*: within three (3) business days, make the audio recording available to the public.

CLOSED SESSION REQUIREMENTS - A meeting is open to the public unless closed under §52-4-204, -205, -206.

- 1) A meeting may be closed to the public by a 2/3 majority vote to close.
- 2) Closed Session Voting. No vote can be taken in a closed meeting, except for a vote to end the closed meeting and return to an open meeting (requires a majority vote).
- 3) Permissible Reasons for Closed Session. Discussions regarding: an individual's character, competence, mental health; collective bargaining; pending or imminent litigation; sale/purchase of real property; security personnel, devices or system discussions; investigative proceedings for criminal misconduct; or when acting as the evaluation committee, protest officer, or appeals committee under the procurement code.
- 4) Public Record of Closed Session. The public minutes and recording must include: (i) the reason(s) for holding the closed session; (ii) the location; and (iii) the vote, by name, of all members for or against closing the meeting.

5) Closed Session Records:

- a) *Recording Requirement.* Closed meetings must be recorded in their entirety *unless* the meeting was closed to discuss: (i) the character, professional competence or physical/mental health of an individual; or (ii) to discuss security personnel, devices or systems.

The closed session recording must include: (i) the date, time and place of the closed meeting; (ii) the names of members present and absent; and (iii) the names of all others present in the closed session unless disclosure infringes on the confidentiality purposes of the closed meeting.

Note: if the meeting was not recorded under the exceptions noted above, the board chair/president must sign a sworn statement affirming that the sole purpose for closing the closed meeting was to discuss one of the exempt purposes.

- b) Closed session minutes are optional.
- c) Closed session recordings and minutes are “protected records” under Utah’s Government Records Access Management Act.



Mountain Heights Academy
LEADERS IN DIGITAL EDUCATION

Executive Director's Report June 2022

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VISION

Mountain Heights Academy is the leader in digital education.

MISSION

To develop connected and successful learners.

STUDENT ACHIEVEMENT

STUDENTS ADVANCE FROM STATE TO NATIONAL HISTORY DAY COMPETITION: [National History Day 2022](#)

FIVE STUDENTS PLACE IN ENGLISH QUEST COMPETITION: [English Quest 2022](#)

EIGHT STUDENTS PLACE IN eCYBERMISSION COMPETITION: [eCYBERMISSION 2022](#)

SENIOR SLIDESHOW: [Senior Slideshow](#)

WEST JORDAN CITY JOURNAL ARTICLE: [Mountain Heights Academy outstanding graduate: a unique voice](#)

PARENT FEEDBACK:

Subject: Re: Kayli B - You did it!! You completed ALL your credit recovery

Thank you, thank you, THANK YOU!!! We are so proud of her, and grateful for your support and encouragement! She slowed down a little bit (and we were getting concerned) after a fall down the stairs led to another concussion and increase in seizure activity, but she did it!

We will be forever grateful for your support and care of our daughter during her time at Mountain Heights. She would never have been able to succeed at an in-person school with all of her medical issues and time limitations. Her teachers have been phenomenal, and she's had a village helping her get to this point.

We can't wait for graduation!

Lori Bunker

—

Re: Benjamin Tolen - Email from mother to Jenni Wurm:

Thank you so much! Ben has LOVED Mountain Heights Academy. In fact, he was asked to participate in a photo shoot for Mountain Heights tomorrow and he's so excited about that! Our only regret is that we didn't learn about Mountain Heights earlier as an SEOP option, because if we could have started him taking some classes through Mountain Heights during his Freshman year, life would have been so, so much less stressful for him as he started high school. We can't speak highly enough of the experience he has had, with such well-organized classes and GREAT teachers. Thank you so much for everything you did

to keep things running smoothly!

Re: Abby Hardman - Email from mother to Lisa Cox

"As we're coming up on Abby's graduation, I just wanted to thank you for all your help and support! It's been amazing working with you. I really appreciate all you did to help her reach this point. We really couldn't have done it without you! Please thank all the faculty at Mountain Heights for me. You have a wonderful staff, school and overall program. I recommend your school to everyone! Again, thank you for being so incredible! You make such a difference in the student's lives!"

Re: Sofia Barton - Email from Sofia to Dr. Tonks

"Hi Dr. Tonks,

I just wanted to email you before I didn't get the chance to say all this! :)

MHA has been a miraculous thing for me these past 2 years. I was given the opportunity to be pushed as a high schooler where (especially with Covid) at my public high school, Skyridge, I wouldn't have hardly at all. Through your system and how MHA works as a school, I was motivated to push through my classes and assignments. I had finally had the motivation that I lacked before coming to MHA. I've said this many times to many people, but I genuinely have never had better grades since coming to MHA. I used to be a C's and B's (with maybe a couple of A's) student, but here I almost instantly became a straight A's student. I have had so much more time for myself and time to dedicate to my family, my dance, and honestly, my mental health. MHA has given me a chance to prepare for going back to my public high school and be physically around my peers constantly. I feel ready for that now, and I'm excited about it too!

Probably my favorite thing about MHA is the faculty. These teachers have been so incredible and inspiring. They are all so different from the average high school teacher. It's an amazing experience to be able to get to know the teachers at a new level and to be really known by the teachers. (Not just one or two, but the majority of my teachers!!) The staff at this school will be the thing I definitely miss the most.

I have thrived at Mountain Heights Academy, so I wanted to thank you for creating this school and the environment that has made it possible for me to do exactly that!

Sincerely,

Sofia Barton

Re: Teacher Conference Attendance–Email from a teacher to Dr. Tonks

I really enjoyed the charter school conference these past 2 days. I love learning how I can be better and how I can better serve my students, my colleagues, and my school. I am also looking forward to the conference next week in Provo (Building Relationships to Foster Inclusive Practices).

I am so appreciative of the support from the admin team and that you encourage us to attend conferences that help us sharpen our skills.

I work with the best people! Thank you!

STUDENT PERFORMANCE

1. [Student Performance Spreadsheet](#) (2021-2022 Q4 + annual comparison, updated 6/2022)
2. [2021-2022 Statewide Online Education Program Year-End Report](#) (2021-2022, updated 6/2022)

3. [2022 Graduation Status Report](#) (updated 6/2022)
4. [Concurrent Enrollment Growth Report](#) (updates 6/2022)
5. [Longitudinal Grad Data](#) (updated 11/2021)
6. [Comparative Graduation Rate Data for Like Schools in Utah 2017-2021](#) (12/2021)
7. Math Competency Report for 2022

LOTTERY

1. [Lottery tracking by month](#) (06/10/2022) (see 2022-2023 tab)
 - a. Current enrolled count: 815 as of 06.13.2022
2. [Lottery Numbers Tracking 2021-2022](#) (see 2021-2022 tab) (02/05/2022)
 - a. October 1 count: 971/1496 (65% Conversion rate)
 - b. Q1 count: 992
 - c. Q2 count: 1046
 - d. Q3 count: 1118
 - e. Q4 count: 1136 (net gain of 165 students)

FACULTY/STAFF

TEACHER'S CLASSROOM PROJECT AWARDED FUNDING: DonorsChoose had awarded Andrew Hulse, Science teacher, funding for his classroom project ["MHA STEAM Trailblazers - Samsung Solve for Tomorrow"](#). Supplies included in the award are:

- Official Arduino Starter Kit (English Projects Book) x 16
- KEYESTUDIO Smart Home RV Robot Car for Arduino, A Mini Camper Van Electrical System/Motorhome/Touring Carvan Model for Learning Programming, Home Automation, STEM & Creativity x 15
- KEYESTUDIO Smart Home Starter Kit for Arduino for Uno R3, Electronics Home Automation Coding Toys, Wooden House DIY Sensor Kit STEM Educational Set for Kids Adults Teens x 5
- Samsung Chromebook 4 11 6 Celeron N4020 4 GB RAM 32 GB eMMC x 2
- Samsung Chromebook Plus 525QBB1 12 2 Celeron 3965Y 4 GB RAM 32 GB x 9

STRATEGIC PLAN PROGRESS

School Vision, Mission, Values, Goals, Objectives, and Metrics

School Goals 2022-2025: [LINK](#)

1. **GOAL: Improve student success**

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

Development of Student Academic Portfolios (SAP)

Implementation of SAP (who is responsible for data/updates to which sections, counselors to review in each CCR meeting, link sent to parents/students so they can better track academic Progress.

Development of Differentiated Student Identification Plan

2. GOAL: Build a robust, connected community

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

Partnership with MIT to work with secondary school in Belize on OER policy and curriculum training.

CALENDAR ITEMS

Mountain Heights Academy

Attendance Policy

Adopted: July 14, 2009

Amended: October 5, 2018

Reviewed: June 12, 2020

Reviewed: June 18, 2021

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 school work 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

It is the policy of the School that it provide at least 990 instructional hours over the course of each school year, to full-time students, as required by Utah Administrative Rule R277-419-4.

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.

However, the School recognizes the need for students to work regularly and consistently in order to complete their courses and the required hours of instruction, so students are to log-in regularly and at a minimum of once a week. Accordingly, the School’s Director will work with a committee designated by the Board of Directors to develop procedures to ensure that students obtain the required instructional hours while preserving the flexibility that the School’s student population values.

Mountain Heights Academy
Donations and Fundraising Policy
Adopted: September 9, 2013
Amended: August 23, 2019
Reviewed: June 12, 2020
Amended: August 28, 2020
Reviewed: June 18, 2021

Although Mountain Heights Academy (the “School”) does not typically engage directly in fundraising, it may do so on certain occasions in order to help advance the School’s mission. The School encourages the contributions of gracious donors who have the resources and the inclination to make donations for the benefit of the School and its students. This policy establishes guidelines and standards for the School’s acceptance of donations and gifts as well as for when the School engages in or sponsors fundraising activities.

Donations and Gifts

The School may not transfer or expend donated property in a manner contrary to donor restrictions imposed as a condition of making the donation. However, the School reserves the right to use any donated property as it sees fit. The School may not accept donations with the condition that the donation provide direct benefit to specific School employees, students, vendors, or service providers, or that the School purchase a specific brand of goods with the donated funds. The Director is responsible for ensuring that donor restrictions of accepted donations are complied with and that compliance can be verified. The Director will ensure that charitable donation receipts are provided to donors as necessary.

The Director must approve voluntary donations from private individuals or organizations in excess of \$1,000 and any donation involving donor restrictions prior to accepting the donation. The Board of Directors must approve any voluntary donations from private individuals or organizations in excess of \$10,000.

If advertising or other services are offered to a donor in exchange for a donation or gift, the School will objectively value the donation or gift in order to ensure the School receives at least fair value.

The Director must ensure that any applicable fiscal policies of the School are complied with in connection with donations. The School will comply with other applicable laws and regulations, including but not limited to procurement requirements, rules related to construction of improvements, IRS regulations, and Title IX requirements.

Fundraising

Fundraising is defined as an organized effort to solicit individuals, businesses or foundations for money or in-kind gifts to be given directly to the School.

For the purposes of this policy, “school sponsored” means activities that are expressly authorized by the School’s Director or Board of Directors that support the School or authorized curricular clubs, activities, sports, classes, or programs that are themselves school sponsored. School-sponsored activities must be managed or supervised by School employees. Activities sponsored by the School’s parent organization are not school-sponsored activities, but the parent organization may be involved in and provided assistance in connection with school-sponsored activities.

The following guidelines must be followed in connection with School fundraising:

1. The fundraising activity must be undertaken with the intent of obtaining a benefit consistent with the School’s mission.
2. The fundraising activity must not violate the School’s charter, Board policies, or applicable law.
3. Proposals for fundraising activities must be submitted to the School’s Director for approval.
4. The Director may restrict the time, place, and manner of any approved fundraising activity.
5. Fundraising activities should be planned and scheduled in a manner that does not create conflict, confusion, or excessive fundraising pressures on students, families or potential donors.
6. Fundraising activities that may expose the School to risk of financial loss or liability if the activity is not successful should not be approved.
7. The participation of School employees, students and parents in any fundraising activity must be voluntary, regardless of whether it is an individual fundraising activity or a group fundraising activity. However, School employees may be assigned to supervise students in connection with School-sponsored fundraising activities in connection with their employment. Such employees may be compensated for such work as appropriate as determined by the Director.
8. Students may not be required to participate in a fundraising activity as a condition for belonging to a team, club or group, and a student’s fundraising efforts may not affect his or her participation time or standing in any team, club or group.
9. Competitive enticements for student participation in fundraising efforts are generally discouraged, and any such rewards or prizes must be approved by the Director.

10. The Director will ensure that the School's Fee Waiver Policy is complied with in connection with all School-sponsored fundraising activities that involve fees. Any fee waivers must be granted in accordance with the Fee Waiver Policy. Funds raised by a student through an individual fundraising activity shall offset the cost of the student's fees.
11. All funds raised through school-sponsored fundraising activities are considered public funds and will be handled accordingly. The Director will ensure that all other applicable fiscal policies are complied with in connection with fundraising activities. The Director will also ensure the School complies with the requirements of Rule R277-113 when using alternative methods of raising revenue that do not include students.
12. Any fundraising activities that are related to the School but not school sponsored, such as fundraising activities of the parent organization, should clearly inform School patrons that the activity is not school sponsored. School employees may participate in such activities as volunteers but must not represent that they are acting as employees or representatives of the School.
13. The Director will ensure that charitable donation receipts are provided as necessary.
14. The School's employer identification number and sales tax exemption number may only be used by School personnel in connection with school-sponsored activities. No other entity, including the School's parent organization, may use these numbers.
15. Any School employee involved in managing or overseeing non-School-sponsored fundraising must disclose to the Director any financial or controlling interest in or access to bank accounts of the fundraising organization or company.
16. The School may cooperate with outside entities such as the parent organization in connection with non-school-sponsored fundraising activities. The School may allow these groups to use School facilities at little or no charge. At the Director's discretion, the School may provide some level of support or pay for portions of these activities. The details of the arrangements for non-school-sponsored fundraising activities shall be understood and agreed to by the Director and the representatives of the outside entity. This must take into consideration the School's fiduciary responsibility for the management and use of public funds and assets.
17. The School is committed to principles of gender equity and compliance with Title IX guidance. The School commits to use all facilities, unrestricted gifts and other available funds in harmony with these principles. The School reserves the right to decline or restrict donations, gifts, and fundraising proceeds, including those that might result in gender inequity or a violation of Title IX. Fundraising opportunities should be equitable for all students, comply with Title IX, and be in harmony with Article X of the Utah Constitution.

The Director will ensure that School employees receive appropriate training in connection with these policies. Training shall be provided at least annually to employees whose job duties are affected by the School's fiscal policies.

The Board will review this policy annually.



Math Competency Report for School Year 2021-2022

The purpose of this report is to inform the board of Mountain Heights Academy of the math competency of the recently graduated senior class in accordance with rule R277-700-9.

The report asks for the number of students in four categories pertaining to the recently graduated class of seniors:

- (i) those who intend to pursue a college degree and have met the math competency outlined,
- (ii) those who intend to pursue a college degree and have not met the math competency outlined,
- (iii) those who do not intend to pursue a college degree, and
- (iv) students with IEPs.

Data to identify which students belonged to each group were gathered at the CCR meetings with each student, from students' transcripts, and from the special education department team lead. Of the 154 senior members of the class of 2022, 77 intend to pursue a college degree. Other students indicated that they may enter college later, but it was not currently in their plan. There are also 12 students with IEPs who intend to pursue a college degree.

Seniors Who Intend to Pursue a College Degree

Seniors who intend to pursue a college degree were separated into two categories: those who had met one of the following conditions before their senior year started and those who had not.

Below are the students who had met one of the following conditions **before** their senior year started:

- a) Score 3 or higher on the AP Calculus AB or BC exam: N/A
- b) Score 3 or higher on the AP Statistics exam: N/A
- c) Score 5 or higher on an IB math exam: N/A
- d) Score a 50 or higher on a CLEP Precalculus or Calculus exam: N/A
- e) Score 26 or higher on the mathematics portion of the ACT: 3
- f) Score 640 or higher on the mathematics portion of the SAT: N/A
- g) Earn a minimum C grade in a concurrent enrollment mathematics course that satisfies a state system of higher education quantitative literacy requirement: 4

Below are the students who met one of the following conditions **by the end of** their senior year:

- h) Score 3 or higher on the AP Calculus AB or BC exam: N/A
- i) Score 3 or higher on the AP Statistics exam: N/A
- j) Score 5 or higher on an IB math exam: N/A
- k) Score a 50 or higher on a CLEP Precalculus or Calculus exam: N/A
- l) Score 26 or higher on the mathematics portion of the ACT: 0
- m) Score 640 or higher on the mathematics portion of the SAT: N/A
- n) Earn a minimum C grade in a concurrent enrollment mathematics course that satisfies a state system of higher education quantitative literacy requirement: 44

Seniors Who Intend to Pursue a College Degree and Who Enrolled in a Math Course their Senior Year.

Course	Number of Seniors
Math 1030	22
Math 1040	3
Math 1050	8
Introductory Statistics	11
Secondary Math II	1
Secondary Math III	4
Math Basic	2

Seniors Who Intend to Pursue a College Degree

Of the seniors in this category, three earned a score of 26 or higher on the mathematics portion of the ACT. Additionally, 48 students earned a minimum C grade in a concurrent enrollment mathematics course that satisfies a state system of higher education quantitative literacy requirement.

Of the seniors who intend to go to college who had not met any of the conditions, 17 took a math course their senior year. Nine of those students were fulfilling their math graduation requirements, while the other eight were taking an additional year of math beyond the requirement.

Seniors Who Do Not Intend to Pursue a College Degree

Of the seniors who indicated that they do not intend to pursue a college degree, 77 will have completed the math competencies for their career goals by graduation. Additionally, 13 of these seniors are currently working on math courses to complete their math competency.

Seniors with IEPs

There were 12 seniors with IEPs who indicated that they intend to pursue a college degree. Eight of these seniors had already fulfilled the math graduation requirement during their junior year. All seniors with IEPs will have met the math competency required for graduation by graduation.

Summary

(i) seniors who intend to pursue a college degree who have met a listed condition	(ii) seniors who intend to pursue a college degree who have not met a condition and took a full-year math course	(iii) seniors who do not intend to pursue a college degree who have met the math competencies for their career goals	(iv) seniors with IEPs who have met the math competency by graduation
51	17	77	29

In summary, all students met the math competency requirements. The results for the four categories are presented in the table above.

Mountain Heights Academy

Sex Education Instruction Policy

Adopted: December 1, 2014 (Human Sexuality Instruction Policy)

Amended: September 15, 2017 (Human Sexuality Instruction Policy)

Amended: October 5, 2018

Reviewed: June 12, 2020

Policy

The purpose of this policy is to ensure that the Sex Education Curriculum taught at Mountain Heights Academy (the “School”) is compliant with state law. The School will comply with applicable state law regarding the presentation of Sex Education instruction or instructional programs.

"Sex education instruction or instructional programs" means any course, unit, class, activity or presentation that provides instruction or information to students about sexual abstinence, human sexuality, human reproduction, reproductive anatomy, physiology, pregnancy, marriage, childbirth, parenthood, contraception, or HIV/AIDS, sexually transmitted diseases, or refusal skills, as defined in Utah Code § 53G-10-402. While these topics are most likely discussed in courses such as health education, health occupations, human biology, physiology, parenting, adult roles, psychology, sociology, child development, and biology, this policy applies to any course or class in which these topics are the focus of discussion.

Every two years the Board of Directors will (a) review this policy; and (b) review data for the county in which the School is located regarding teen pregnancy, child sexual abuse, sexually transmitted diseases and sexually transmitted infections, and the number of pornography complaints or other instances reported in the School.

In accordance with state law, all sex education instruction or instructional programs will comply with the requirements of Utah Code § 53G-10-402 and Utah Admin Code R277-474.

Specifically, the School will:

- teach sexual abstinence before marriage and fidelity after marriage as methods for preventing certain communicable diseases;
- teach personal skills that encourage individual choice of abstinence and fidelity; and
- obtain prior parental consent before any sex education instruction, maturation education, or other instructional program.

The Director will establish a curriculum materials review committee composed of parents, school employees, and others selected by the Director. If possible, the committee will also include health professionals and school health educators. The committee will have at least as many parents as school employees. The School's Board of Directors will review and approve the membership of the committee on or before August 1 each year.

The curriculum materials review committee will meet on a regular basis, as determined by the members of the committee, select officers for the committee and designate a committee chair, and comply with the Open and Public Meetings Act. The committee will review and make recommendations to the School's Board of Directors regarding instructional materials to be used by the School in connection with sex education instruction or a maturation education program. Program materials and guest speakers supporting instruction on these topics must also be reviewed and approved by the curriculum materials review committee.

Instructional materials used by the School in connection with sex education instruction or a maturation education program must be approved by the School's Board of Directors in an open meeting. These materials will comply with the requirements of applicable law and will be available for parents to review for a reasonable period of time prior to consideration for adoption by the Board of Directors.

The following topics may not be taught in the School:

- The intricacies of intercourse, sexual stimulation or erotic behavior;
- The advocacy or encouragement of the use of contraceptive methods or devices; or
- The advocacy of premarital or extramarital sexual activity.

The School will comply with the Utah Family Educational Rights and Privacy Act, Utah Code § 53E-9-202 through -203 and obtain parental consent prior to any sex education instruction, maturation education, or other instructional program. At no time will a student be in the classroom during any sex education instruction, maturation education, or other instructional program unless an approval form signed by the student's parent/guardian is on file. The parental notification form will:

- a) explain a parent's right to review proposed curriculum materials in a timely manner;
- b) request the parent's permission to instruct the parent's student in identified course material related to sex education or maturation education;

- c) allow the parent to exempt the parent's student from attendance for a class period where identified course material related to sex education instruction or maturation education is presented and discussed;
- d) be specific enough to give parents fair notice of topics to be covered;
- e) include a brief explanation of the topics and materials to be presented and provide a time, place and contact person for review of the identified curricular materials;
- f) be retained on file with affirmative parental consent for each student prior to the student's participation in discussion of issues protected under Section 53G-10-402; and
- g) be maintained at the School for a reasonable period of time.

Instructors may not intentionally elicit comments or questions about matters subject to parental consent requirements. Additionally, instructors' responses to questions spontaneously raised by students must be brief, factual, objective and in harmony with content requirements of this policy and state law. Responses must also be age appropriate and limited in scope to that reasonably necessary under the circumstances.

The School will ensure that all educators with any responsibility for any aspect of sex education instruction will receive appropriate professional development outlining the sex education curriculum and the criteria for sex education instruction. The School will ensure that educators receive this professional development at least once every three years. Additionally, the School will ensure that such educators are familiar with requirements of the Utah Family Educational Rights and Privacy Act.

UTAH ADOLESCENT BIRTH DATA 2019

Table 1: Utah Adolescent Birth Rates Age 15-19 by Local Health District per 1,000 Females, 2019

Location	Rate per 1,000 females aged 15-19
TriCounty LHD	22.1
Southeast Utah LHD	18.8
San Juan LHD*	16.6
Weber-Morgan LHD	15.1
Salt Lake County LHD	14.8
Central Utah LHD	13.6
Southwest Utah LHD	13.0
Tooele County LHD	12.6
Bear River LHD	10.9
Wasatch County LHD	9.5
Davis County LHD	8.8
Utah County LHD	7.6
Summit County LHD*	6.9
State of Utah	12.0
U.S. (2018)	17.4

*Interpret with caution. Small numbers may affect the reliability of this information.

Source: Data are from Utah Department of Health. IBIS-PH ibis.health.utah.gov (downloaded September 11, 2020). U.S. data is for 2018 and available at https://www.cdc.gov/nchs/data/nvsr/nvsr68/nvsr68_13-508.pdf

Table 2. Utah Adolescent Birth Rates by Small Area (Ages 15-19) per 1,000 Females, 2019			
Location	Rate	Location	Rate
West Valley (Center)	40.7	Utah County (South) V2	14.6
Salt Lake City (Glendale) V2	40.3	Hurricane/La Verkin	14.6
West Valley (East) V2	40.2	Blanding/Monticello	14.1
Daggett and Uintah County	32.3	Layton/South Weber	14.0
Taylorsville (East)/Murray (West)	32.3	North Salt Lake	13.5
Salt Lake City (Rose Park)	30.5	Wasatch County	13.0
Midvale	29.7	Roy/Hooper	12.8
South Salt Lake	29.6	North Logan	12.3
Ben Lomond	29.4	Summit County (East)	12.0
Kearns V2	29.3	Washington City	11.4
Murray	28.4	Orem (West)	11.0
West Valley (West) V2	27.7	West Jordan (West)/Copperton	11.0
San Juan (Other)	26.2	Spanish Fork	10.4
Ogden (Downtown)	26.0	Sandy (Center) V2	10.3
Tremonton	26.0	Eagle Mountain/Cedar Valley	10.3
Provo (West City Center)	25.1	Orem (East)	9.8
Richfield/Monroe/Salina	24.7	Lehi	9.4
Magna	23.8	Smithfield	9.3
Duchesne County	23.6	Ivins/Santa Clara	8.6
Orem (North)	21.3	Holladay V2	7.7
Emery County	21.0	Bountiful	7.7
Delta/Fillmore	20.0	Sanpete Valley	7.7
Southwest LHD (Other)	19.8	Logan V2	7.3
Riverdale	19.8	Woods Cross/West Bountiful	7.2*
West Jordan (Northeast) V2	19.6	Herriman	7.1
Grand County	19.1	Saratoga Springs	7.0
Clearfield Area/Hooper	19.1	Provo (East City Center)	6.7
Washington County (Other) V2	19.0	Syracuse	6.6
Central (Other)	19.0	South Jordan V2	6.6
Taylorsville (West)	18.5	Riverton/Bluffdale	6.5
Brigham City	18.2	Pleasant Grove/Lindon	6.4
West Jordan (Southeast)	17.9	Millcreek (South)	6.1
Sandy (West)	17.9	Cache County (Other)/Rich County (All) V2	6.0
Carbon County	17.8	Salt Lake City (Downtown) V2	5.8
Payson	17.3	Salt Lake City (Sugar House)	5.7
Hyrum	17.2	American Fork	5.6
Tooele Valley	16.9	Weber County (East)	5.4
Cedar City	16.9	Farmington	5.3
South Ogden	16.8	Draper	5.1
Box Elder County (Other) V2	15.9	Kaysville/Fruit Heights	5.1
St. George	15.9	Mapleton	5.1*
Nephi/Mona	15.7	Centerville	5.0*
Tooele County (Other)	15.5	Salem City	4.9*
Springville	15.0	Cottonwood	4.6

Sandy (Northeast)	4.3*	
Daybreak	4.2	
Morgan County	4.0*	
Park City	3.8*	
Salt Lake City (Foothill/East Bench)	3.0*	
Millcreek (East)	3.0*	
Alpine	2.3*	
Salt Lake City (Avenues)	2.2*	
Provo/BYU	1.7	
Sandy (Southeast)	1.5*	
Salt Lake City (Southeast Liberty)	**	
Utah (3-year average)	14.1	
Rates are based on years 2017-2019 *Small numbers make the rates unreliable and do not meet the reliability standards for the Utah Department of Health ** Suppressed Data are from Utah Department of Health IBIS-PH ibis.health.utah.gov (downloaded September 11, 2020)		

Table 3. Utah Adolescent Birth Rates, Age 15-19 Rates by Ethnicity per 1,000 Females, 2019	
Ethnicity	Rate per 1,000 Females
Hispanic Females	28.4
NonHispanic Females	8.0
Data are from Utah Department of Health IBIS-PH ibis.health.utah.gov (downloaded September 11, 2020)	

Table 4. Utah Adolescent Birth Rates, Age 15-19 by Race per 1,000 Females, 2019	
Race	Rate per 1,000 Females
Other Race	38.7
American Indian or Alaska Native	23.36
Black or African American	22.62
Native Hawaiian or Other Pacific Islander	10.87
White	10.17
Asian	5.04
Data are from Utah Department of Health IBIS-PH ibis.health.utah.gov (downloaded September 11, 2020)	

More detailed data can be found on Utah's Public Health Indicator Based Information System (IBIS) (<https://ibis.health.utah.gov/topic/Index.html>) You may also contact the Maternal & Infant Health Program Epidemiologist, Nicole Stone (nstone@utah.gov or 801-273-2873), or the Teen Pregnancy Prevention Specialist, Elizabeth Gerke (egerke@utah.gov or 801-273-2870), for data specific to your area or population.

By County

Count of Victims with Supported Sexual Abuse

If youth had more than one case with at least one supported sexual abuse allegation, they were counted each time (but only once/case).

County Name	Sexual Abu..	Case End Date					
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
BEAVER	Y	<25	<25	<25	<25	<25	<25
BOX ELDER	Y	45	44	25	51	50	48
CACHE	Y	54	72	51	80	71	82
CARBON	Y	<25	<25	<25	<25	27	<25
DAGGETT	Y			<25			<25
DAVIS	Y	171	191	163	203	195	184
DUCHESNE	Y	42	41	31	32	<25	<25
EMERY	Y	<25	<25	<25	<25	<25	<25
GARFIELD	Y	<25	<25	<25		<25	
GRAND	Y	<25	<25	<25	<25	<25	<25
IRON	Y	33	58	59	40	50	42
JUAB	Y	<25	<25	<25	<25	<25	<25
KANE	Y	<25	<25	<25	<25	<25	<25
MILLARD	Y	<25	<25	<25	<25	<25	<25
MORGAN	Y	<25		<25	<25	<25	<25
PIUTE	Y			<25			
RICH	Y		<25				<25
SALT LAKE	Y	748	753	744	690	755	763
SAN JUAN	Y	<25	<25	<25	<25	<25	<25
SANPETE	Y	37	38	29	37	51	32
SEVIER	Y	<25	<25	<25	<25	<25	<25
SUMMIT	Y	<25	<25	<25	<25	<25	<25
TOOELE	Y	48	65	64	81	73	75
UINTAH	Y	57	59	56	59	37	35
UTAH	Y	375	321	344	354	392	297
WASATCH	Y	<25	<25	<25	<25	<25	<25
WASHINGTON	Y	97	80	92	92	82	86
WAYNE	Y	<25				<25	<25
WEBER	Y	151	133	154	154	209	191

<25 broken down by Case End Date Year vs. County Name and Sexual Abuse Yn. The data is filtered on State Abrv, which keeps UT. The view is filtered on County Name, which keeps 29 of 92 members.

Grouped Counties to Show Numbers

Count of Victims with Supported Sexual Abuse

If youth had more than one case with at least one supported sexual abuse allegation, they were counted each time (but only once/case).

County Name (group) 1	Sexual Abuse Yn	Case End Date				
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
BEAVER, GARFIELD, IRON, KANE, PIUTE, WAYNE	Y	59	83	79	62	68
BOX ELDER	Y	45	44	25	51	50
CACHE & RICH	Y	54	73	51	80	71
CARBON, EMERY, GRAND	Y	27	31	32	43	38
DAGGETT, DUCHESNE, UINTAH	Y	99	100	88	91	59
DAVIS	Y	171	191	163	203	195
JUAB, MILLARD, TOOELE	Y	71	86	86	106	99
MORGAN, SUMMIT, WASATCH	Y	38	47	29	45	36
SALT LAKE	Y	748	753	744	690	755
SANPETE & SEVIER	Y	51	62	43	55	64
UTAH	Y	375	321	344	354	392
WASHINGTON	Y	97	80	92	92	82
WEBER	Y	151	133	154	154	209

Count of Victim Id broken down by Case End Date Year vs. County Name (group) 1 and Sexual Abuse Yn. The data is filtered on State Abrv and County Name. The State Abrv filter keeps UT. The County Name filter keeps 29 of 92 members.

Grouped Counties to Show Numbers

Count of Victims with Supported Sexual Abuse

If youth had more than one case with at least one supported sexual abuse allegation, they were counted each time (but only once/case).

County Name (group) 1	Sexual Abuse Yn	Case End ..
		FY 2020
BEAVER, GARFIELD, IRON, KANE, PIUTE, WAYNE	Y	60
BOX ELDER	Y	48
CACHE & RICH	Y	84
CARBON, EMERY, GRAND	Y	31
DAGGETT, DUCHESNE, UINTAH	Y	53
DAVIS	Y	184
JUAB, MILLARD, TOOELE	Y	97
MORGAN, SUMMIT, WASATCH	Y	44
SALT LAKE	Y	763
SANPETE & SEVIER	Y	45
UTAH	Y	297
WASHINGTON	Y	86
WEBER	Y	191

Count of Victim Id broken down by Case End Date Year vs. County Name (group) 1 and Sexual Abuse Yn. The data is filtered on State Abrv and County Name. The State Abrv filter keeps UT. The County Name filter keeps 29 of 92 members.

Table 3. Chlamydia Cases and Rates by Local Health District, Utah, 2010-2019

Local Health District	Cases										Rates per 100,000 Population									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Bear River	238	275	295	251	267	348	354	353	394	391	143.5	164.4	175.2	147.6	155.7	200.2	199.4	195.5	214.4	209.3
Central	85	73	81	91	110	91	89	106	123	135	112.0	96.1	107.2	119.9	144.5	118.4	113.9	133.4	152.4	164.7
Davis	706	745	866	891	954	891	968	1143	1145	1155	229.3	238.9	274.1	276.5	290.2	266.3	283.9	329.7	326.1	324.9
Salt Lake	3515	3629	3932	3792	4278	4578	5107	5327	5290	5709	340.3	346.4	369.6	351.3	392.5	415.3	455.9	468.6	460.5	492.0
San Juan	N/A	N/A	N/A	N/A	N/A	55	54	60	43	55	N/A	N/A	N/A	N/A	N/A	360.9	352.3	392.7	280.0	359.3
Southeastern	103	121	147	168	126	69	69	70	100	91	182.2	214.4	259.9	299.9	225.8	171.2	171.8	176.2	250.5	226.2
Southwest	333	344	356	380	432	411	460	556	653	701	163.5	166.3	169.9	179.1	199.3	185.9	202.0	235.9	268.1	278.1
Summit	65	54	63	74	91	89	120	118	116	132	178.1	144.3	166.4	192.6	232.7	224.5	296.2	285.5	276.9	313.2
Tooele	126	134	118	141	143	164	159	194	186	188	215.4	226.4	197.4	232.5	232.7	261.8	246.1	287.5	265.8	260.2
TriCounty	83	87	90	112	136	118	124	111	147	97	159.0	163.8	164.4	197.2	233.5	197.8	215.3	197.8	261.0	171.3
Utah	720	789	791	774	940	974	1021	1180	1270	1362	138.5	148.7	146.6	140.4	167.7	170.1	173.0	194.5	204.3	214.1
Wasatch	29	34	42	38	35	29	46	42	46	57	122.7	139.3	165.7	142.9	125.8	99.6	151.4	131.7	139.1	167.2
Weber-Morgan	673	769	823	789	702	794	885	875	1043	998	278.5	315.8	334.5	317.8	280.0	312.7	342.4	332.2	389.7	366.5
Unknown	0	1	3	0	3	0	4	0	2	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
State Total	6,676	7,055	7,607	7,501	8,217	8,611	9,460	10,135	10,558	11,073	240.5	250.7	266.6	258.9	279.8	288.8	311.0	326.8	334.8	345.4

Note: Cases were classified by *Morbidity and Mortality Weekly Report (MMWR)* year. San Juan County has been an independent LHD since 2015. Prior to 2015, it was served by the Southeastern Utah LHD

Sources: Cases - Bureau of Epidemiology, Utah Department of Health; Population Estimates - National Center for Health Statistics (NCHS) through a collaborative agreement with the U.S. Bureau of the Census.

Mountain Heights Academy
Student Conduct and Discipline Policy
Adopted: October 5, 2010 (Safe School Policy)
Amended: May 19, 2017
Amended: October 5, 2018
Reviewed: June 12, 2020
Amended: August 28, 2020
Reviewed: June 18, 2021

1. PURPOSE, BELIEFS, AND PHILOSOPHY

1.1 Purpose

The purpose of Mountain Heights Academy's (the "School") Student Conduct and Discipline Policy is to help all students develop positive relationships with other students and adults, take responsibility for their actions and learning, and develop the self-discipline necessary to create an environment that is characterized by physical and emotional safety in order to enhance learning for everyone.

The School will foster a school and community-wide expectation of good citizenship for students and a sense of responsibility in the school community for rules and standards of behavior.

The School will promote and require:

- student responsibility for learning and behavior;
- student conduct that produces a proper learning environment and respect for the personal, civil, and property rights of all members of the School community;
- parents and guardians of all students to assume proper responsibility for their students' behavior and to cooperate with School authorities in encouraging student self-discipline and discouraging behavior that is disruptive to the School's educational program.

1.2 Beliefs and Expectations

The School's beliefs and expectations set a positive and inviting culture for dealing with student behavior issues.

Beliefs:

- Punishment alone will not change behavior
- Much aggressive behavior is a relationship problem, not a behavior problem
- Adults must model the behaviors they expect from the students
- We expect conflicts, but we expect conflicts to be resolved and relationships mended

Expectations:

- Students will show respect for other students

- Students will show respect for adults
- Adults will show respect for students
- Students will develop self-discipline

1.3 Procedural Philosophy

The School recognizes that establishing a procedural philosophy consistent with the desired positive school environment is as important as following legal and due process procedures. The School's policy sets forth appropriate legal and due process procedures and will be followed within the context of the procedural philosophy outlined below:

Procedures:

When students are involved in conflicts with other students, they will:

- Work together to resolve the conflict
- Work to repair the relationship and build trust
- Be subject to additional consequences if they exhibit unsafe behaviors during the conflict

When students are involved in a conflict with or feel they have been treated unfairly by a member of the staff or a volunteer, they will:

- Report their feelings to their parent or to the administrator or counselor, who will work together to set up a conference with the student, the parent, an administrator or counselor, and the adult involved in order to resolve the conflict and mend the relationship

When students flagrantly disregard the safety of others, show blatant disrespect to others, or consistently behave in a disrespectful or unsafe way:

- The student will be subjected to consequences and positive behavior support to ensure that the student will make better choices in the future. Consequences might include:
 - Suspension
 - Expulsion
 - Restitution
 - Repayment for damages
- The student will work to earn back the trust of the school community by actions such as:
 - Genuine apology to injured or affected parties
 - Demonstration of appropriate behaviors following the incident
 - Repair or replace any damaged items

Due process to protect the rights of students will include:

- All students will be treated with dignity and respect as they go through correction procedures. The administration will see to it that their rights are protected through the process. If parents feel their student has not been treated fairly, they may request a hearing with the School's Board of Directors (the "**Board**") in accordance with the School's Grievance Policy.
- Parents will be notified when students are involved in situations that are deemed to be serious.

- Parents and students will be notified of the expectations, possible consequences, and the procedures involved in this policy at the beginning of each school year.

2. ENVIRONMENT

2.1 Safe School Environment

It is the School's policy to promote a safe and orderly school environment for all students and employees. Accordingly, the School holds all students, employees, and other adults to the highest standards of behavior in connection with the use of the School's electronic resources and while participating in School-related or School-sponsored activities. Criminal acts or disruptive behavior of any kind will not be tolerated, and any individual who engages in such activity will be subject to disciplinary action, criminal prosecution, or both.

2.2 Discrimination Prohibited

It is the School's policy to provide equal educational and employment opportunity for all individuals. Therefore, the School prohibits all discrimination on the basis of race, color, religion, sex, age, national origin, disability, or veteran status. Complaints of discrimination or unfair application of this policy should be submitted pursuant to the School's Grievance Policy.

3. DEFINITIONS

3.1 Suspension

For purposes of this policy, suspension is a temporary removal of a student from School-related and School-sponsored activities for a period of up to one (1) year. A student who is suspended may, at the Director's discretion, have access to homework, tests, and other schoolwork but will not be allowed to attend or participate in any classes or other School activities during the period of suspension.

3.2 Expulsion

For purposes of this policy, expulsion means the formal process of dismissing a student from School. Recognizing that students who commit violent or disruptive acts may pose safety problems, the School will work with parents to provide alternative educational placement and programs for the student where appropriate and feasible. However, the Director retains the authority to exclude the student from all programs or activities for the period of expulsion.

3.3 Change of Placement for Students with Disabilities under IDEA and Section 504

For purpose of the removal of a student with a disability from the student's current educational placement, a "change of placement" occurs if (a) the removal is for more than ten (10) consecutive school days or (b) the student is subjected to a series of removals that constitute a pattern because they total more than ten (10) school days in a school year or because of factors such as the length of each removal, the total amount of time the student is removed, and the

proximity of the removals to one another. Any "change of placement" requires compliance with the procedures outlined in Section 10 of this policy.

3.4 Disruptive Student Behavior

For purposes of this policy, "disruptive student behavior" means the behavior identified as grounds for suspension or expulsion described in Section 4.1, below.

3.5 Parent

For purposes of this policy, "parent" means (i) a custodial parent of a school-age minor; (ii) a legally appointed guardian of a school-age minor; or (iii) any other person purporting to exercise any authority over the minor which could be exercised by a person described above.

3.6 Qualifying Minor

For purposes of this policy, "qualifying minor" means a school-age minor who: (i) is at least nine years old; or (ii) turns nine years old at any time during the school year.

3.7 School Year

For purposes of this policy, "school year" means the period of time designated as the school year by the Board in the calendar adopted each year.

4. GROUNDS FOR SUSPENSION, EXPULSION, OR CHANGE OF PLACEMENT

4.1 Suspension

4.1.1 A student may be suspended from School for any of the following reasons:

[a] frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including, but not limited to: fighting; gang activity; noncompliance with School dress code; harassment, including sexual, racial, or religious harassment; the use of foul, profane, vulgar or abusive language; or other unreasonable and substantial disruption of a class, activity, or other function of the School;

[b] willful destruction or defacing of School property;

[c] behavior or threatened behavior that poses an immediate and significant threat to the welfare, safety, or morals of other students or School personnel or to the operation of the School;

[d] possession, distribution, control, use, sale, or arranging for the sale of an alcoholic beverage as defined in Utah law;

[e] possession, distribution, control, use, sale, or arranging for the sale of cigars, cigarettes, electronic cigarettes, or tobacco, as defined by Utah Code Ann. § 76-10-101;

[f] possession, distribution, control, use, sale, or arranging for the sale of contraband, including but not limited to real, look-alike or pretend weapons, fireworks, matches, lighters, alcohol, tobacco, mace, pepper spray, laser pointers, pornography, illegal drugs and controlled substances, drug paraphernalia, or any other material or item that has caused or will imminently cause substantial disruption to school operations;

[g] inappropriate use or possession of electronic devices in class or in any other way that substantially disrupts the educational environment;

[h] any criminal activity;

[i] any serious violation involving weapons, drugs, or the use of force, including those actions prohibited in Section 4.1.2 below, that threatens harm or causes harm to the School or School property, to a person associated with the School, or property associated with any such person, regardless of where it occurs; or

[j] bullying or hazing as defined in Utah Code Ann. § 53G-9-601 and/or the School's Bullying and Hazing Policy.

4.1.2 A student shall be suspended or expelled from School for

[a] any serious violation affecting another student or a staff member, or any serious violation occurring in connection with the School's electronic resources or any School-related or School-sponsored activity, including:

(i) the possession, control, or actual or threatened use of a real weapon, explosive, or noxious or flammable material;

(ii) the actual or threatened use of a lookalike weapon with intent to intimidate another person or to disrupt normal School activities; or

(iii) the sale, control, or distribution of a drug or controlled substance as defined in Utah Code Ann. § 58-37-2, an imitation controlled substance defined in Utah Code Ann. § 58-37b-2, or drug paraphernalia as defined in Utah Code Ann. § 58-37a-3; or

[b] the commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor.

4.2 Expulsion

A student may be expelled from School for any violation listed under Section 4.1 of this policy if the violation is serious or persistent.

4.3 Weapons – Mandatory Expulsion for One Year – Utah Code Ann. § 53G-8-205(2)(b); 20 U.S.C. § 7151

4.3.1 Any student who commits an act for which mandatory suspension or expulsion is provided under Section 4.1.2, above, using a real or lookalike weapon, explosive, or noxious or flammable material shall be expelled from all School programs and activities for a period of not less than one (1) year, subject to the following:

[a] Within forty-five (45) days after the expulsion, the student shall appear before the Case Management Team (“CMT”), which shall be comprised of the Director, a Board member, and a teacher selected by them, accompanied by a parent or legal guardian; and

[b] The CMT shall determine:

(i) what conditions must be met by the student and the student's parent for the student to return to School;

(ii) if the student should be placed on probation in a regular school setting consistent with Utah Code Ann. § 53G-8-208, and what conditions must be met by the student in order to ensure the safety of students and faculty at the School; and

(iii) if it would be in the best interest of both the School and the student to modify the expulsion term to less than a year giving highest priority to providing a safe school environment for all students.

[c] For purposes of this policy, the term "firearm", "explosive", and "noxious or flammable material" include but are not limited to: guns, starter pistols, cap guns, bombs, bullets and ammunition, gasoline or other flammable liquids, mace, pepper spray, matches, and lighters.

4.3.2 Students with Disabilities under IDEA and Section 504

Whenever a student receiving special education and related services under the Individuals with Disabilities Education Act (“IDEA”) or Section 504 of the Rehabilitation Act is determined to have carried a weapon to School or a School-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

4.4 Drugs and Controlled Substances – Mandatory Suspension or Expulsion – Utah Code Ann. § 53G-8-205(2)(a)

4.4.1 A student shall be suspended or expelled from the School for any of the following reasons:

[a] use, control, possession, distribution, sale, or arranging for the sale of an illegal drug or controlled substance (which includes alcohol), an imitation controlled substance, or drug paraphernalia in conjunction with any School-related or School-sponsored activity;

[b] misuse or abuse, distribution, sale or arranging for the sale of prescription medication at School or a School-sponsored activity; or

[c] misuse or abuse of over-the-counter remedies, or sharing, distribution, sale, or arranging for the sale of over-the-counter remedies. A student may possess and use over-the-counter remedies at School only in amounts not to exceed the recommended daily dose including, but not limited to: aspirin, ibuprofen, Tylenol (acetaminophen), cough drops, allergy medication, cough syrup and mouthwash.

4.4.2 Students with Disabilities under Section 504

Any student identified as being disabled under either Section 504 of the Rehabilitation Act or the Americans with Disabilities Act who currently is engaging in the illegal use of drugs or alcohol shall be suspended or expelled to the same extent as non-disabled students for the possession, use, control, distribution, sale, or arrangement of the sale of illegal drugs, alcohol, or controlled substances in conjunction with any School-related or School-sponsored activity.

4.4.3 Drug Testing

[a] Any student who is reasonably suspected of violating Section 4.4 may be subject to a drug test for cause, arranged and paid for by the School.

[b] Any student who has been suspended or expelled for a violation of Section 4.4 may be required to provide a clean drug test and evidence of completion of drug assessment and/or drug counseling programs as a condition of readmission to School. Testing and counseling required as a condition of readmission rather than for the purpose of providing justification for the initial suspension or expulsion shall be arranged and paid for by the student's parent or guardian.

[c] Students who refuse to submit to required drug testing and counseling programs or to cooperate with School officials with respect to the sharing of appropriate information, may be expelled from the School.

[d] Any student who is suspended or expelled for violation of Section 4.4 may be subject to random drug testing, at any time and for any reason, for a period of one year from the date of offense. If the student tests positive, he/she may be expelled from all School programs or activities. Any student who refuses consent for random drug testing under these conditions shall be expelled from all School programs or activities.

4.4.4 Students with Disabilities under IDEA

Whenever a student receiving special education and related services under IDEA knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at School or a School-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

4.5 Gangs

For purposes of this policy, "gang" means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one its primary activities the

commission of criminal acts, which has a unique name or identifiable signs, symbols, or marks, and whose members individually or collectively engage in criminal or violent behavior to persons or property, or who create an unreasonable and substantial disruption or risk of disruption of a class, activity, program, or other function of a school.

4.5.1 Gang Activity and Apparel Prohibited

Students who engage in any form of gang activity at any School-sponsored activity may be suspended or expelled under the terms of this policy. For the purposes of this policy, "gang activities" include, but are not limited to any of the following:

- [a] Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, apparel, emblems, badges, tattoos or manner of grooming, accessories, symbols, signs, or other thing which is evidence of membership in or affiliation with any gang;
- [b] Committing any act or omission or using any speech, either verbal or nonverbal, (flashing signs, gestures, hand shakes, etc.) that demonstrates membership in or a affiliation with a gang;
- [c] Soliciting others for membership in a gang;
- [d] Requesting any person to pay for "protection", claiming "turf", or otherwise intimidating, bullying, retaliating against, threatening, abusing, or harassing any person;
- [e] Possessing a weapon, controlled substances, drug paraphernalia, or other contraband;
- [f] Committing any illegal act; or
- [g] Encouraging or inciting another person to act with physical violence upon any other person or cause damage to property.

4.5.2 Confiscation of Gang Items

Subject to the search and seizure provisions of this policy, gang paraphernalia, apparel, or weapons may be confiscated by School officials at any time.

4.5.3 Consultation with Law Enforcement Authorities

School officials shall consult with local law enforcement authorities and gang detectives whenever they have questions regarding gang-related clothing, apparel, or other gang activity.

4.6 Bullying, Cyber-Bullying, Harassment, Hazing, and Abusive Conduct

Bullying, cyber-bullying, harassment, hazing, and abusive conduct of students and employees are against federal law, state law, and School policy, and are not tolerated by the School. It is the School's intent to respond to school-related incidents by implementing prevention efforts where victims can be identified and assessed, and perpetrators educated, in order to create a safer

school that provide a positive learning environment.

School administration has the authority to discipline students and employees for off-campus speech that causes or threatens a substantial disruption on campus, at School activities, or causes or threatens a significant interference with a student's educational performance or involvement in School activities.

Additional information regarding these issues are contained in the School's Bullying and Hazing Policy, which is available on the School's website.

4.7 Possession or Use of Electronic Cigarette Products

4.7.1 Students are prohibited from possessing or using electronic cigarette products, as defined by Utah Code Ann. § 76-10-101, on School property.

4.7.2 The Principal or their designee shall request the surrender of or confiscate electronic cigarette products as provided in Section 16 of this policy.

4.7.3 The Principal will ensure that any surrendered or confiscated electronic cigarette product is destroyed or disposed of. However, the Principal may allow the release of any surrendered or confiscated electronic cigarette product to local law enforcement if School personnel have a reasonable suspicion that the electronic cigarette product contains an illegal substance and local law enforcement requests that the School release it to them as part of an investigation or action.

5. AUTHORITY TO SUSPEND OR EXPEL

5.1 Authority to Suspend for Ten (10) Days or Less for Regular Education Students

The Director has the authority to suspend a regular education student for up to ten (10) school days. In considering whether to suspend a student, the Director shall consider all relevant factors, including but not limited to, the severity of the offense, the student's age, disability, academic status and disciplinary record, parental capabilities, and community resources. The Director may not suspend for longer than ten (10) school days or otherwise change student placement. Whenever the Director proposes suspending a student for more than ten (10) school days, the Director shall refer the matter to the Board or to the Board member designated by the Board to address such issues.

5.2 Authority to Suspend and Duration of Suspension for Students with Disabilities

The Director has the authority to suspend a student with disabilities (504 or IDEA) for not more than ten (10) consecutive school days, and additional removals of not more than ten (10) total school days in that same school year for separate incidents of misconduct as long as those removals do not constitute a pattern resulting in a change of placement. The School need not provide services during periods of removal of ten (10) days cumulative or less if services are not provided to a student without disabilities who has been similarly suspended.

5.3 Authority to Suspend for Longer than Ten (10) Days or Expel for Regular Education Students

Either the Board or a Board member designated by the Board may suspend for longer than ten (10) days or expel a regular education student.

Expulsions shall be reviewed by the CMT and the conclusions reported to the Board at least once each year if the parent/guardian of the expelled student has expressed a desire for the student to return to the School.

5.3.1 Parental Responsibility

If a student is suspended for a period longer than ten (10) days or expelled, the student's parent or legal guardian is responsible for undertaking an alternative education plan that will ensure that the student's education continues during the period of expulsion. The parent or guardian shall work with designated School officials to determine how the student's education will continue through private education paid for by the parents, an alternative program offered by the local school district, or other alternatives which will reasonably meet the educational needs of the student. Costs of educational services which are not provided by the School are the responsibility of the student's parent or guardian.

5.3.2 The parent or guardian and designated School officials may enlist the cooperation of the Division of Child and Family Services, the juvenile court, law enforcement, or other appropriate government agencies in determining how to meet the educational needs of the student.

5.3.3 The School shall contact the parent or guardian of each student under age 16 who has been expelled from all School programs and services at least once a month to determine the student's progress if the parent/guardian of the expelled student has expressed a desire for the student to return to the School.

5.4 Authority to Institute Change of Placement for Student with Disabilities

Where the student is receiving special education services or accommodations on the basis of disability under IDEA, 504, or ADA, procedures outlined in the State of Utah Special Education Rules shall be followed, including prior written notice to parents or guardians regarding their procedural due process rights, before any long-term disciplinary action or change of placement takes place.

6. PROCEDURES FOR ADDRESSING DISRUPTIVE STUDENT BEHAVIOR – Utah Code Ann. § 53G-8-210

6.1 Efforts to Resolve Disruptive Student Behavior Problems

6.1.1 Information About Resources. The School will provide to a parent of a student who engages in disruptive student behavior a list of resources available to assist the parent in resolving the student's disruptive behavior problem.

6.1.2 Procedures for Resolving Problems. The Director or a teacher or counselor designated by the Director will work with students who engage in disruptive student behavior according to the procedures identified in Section 7, below, in an attempt to help the student's behavior to improve and to prevent problems from escalating. Incidents of disruptive student behavior and attempts to resolve behavior issues will be documented.

6.2 Notice of Disruptive Student Behavior

6.2.1 Authorization. The Director is authorized to issue notices of disruptive student behavior to students who are qualifying minors.

6.2.2 Criteria for Issuing Notice. The Director will issue a "notice of disruptive student behavior" to a qualifying minor who:

- [a] engages in "disruptive student behavior" that does not result in suspension or expulsion three times during the school year; or
- [b] engages in disruptive student behavior that results in suspension or expulsion once during the school year.

6.2.3 Contents of Notice. The notice of disruptive student behavior will:

- [a] require the qualifying minor and a parent of the qualifying minor to whom the notice is issued to (i) meet with School authorities to discuss the qualifying minor's disruptive student behavior; and (ii) cooperate with the Director and the Board in correcting the student's disruptive student behavior; and
- [b] be mailed by certified mail to, or served in person on, a parent of the qualifying minor.

6.2.4 Contesting Notice. A qualifying minor, or a qualifying minor's parent, may contest a notice of disruptive student behavior by requesting in writing, within ten (10) business days after receipt of the notice, a meeting with the CMT at which the parent and the CMT will discuss the facts related to the student's behavior, the basis of the parent's concerns with or objections to the issuance of the notice, and efforts that have been made to address the behavior problems.

6.3 Habitual Disruptive Student Behavior Notice

6.3.1 Criteria for Issuing Notice. The Director may issue a "habitual disruptive student behavior notice" to a qualifying minor who:

- [a] engages in disruptive student behavior that does not result in suspension or expulsion at least six times during the school year;
- [b] (i) engages in disruptive student behavior that does not result in suspension or expulsion at least three times during the school year; and (ii) engages in disruptive student behavior that results in suspension or expulsion at least once during the school year; or

[c] engages in disruptive student behavior that results in suspension or expulsion at least twice during the school year.

6.3.2 Notice to Parents. Within five (5) days after the day on which a habitual disruptive student behavior notice is issued, the Director shall provide documentation to a parent of the qualifying minor who receives the notice of the efforts made by a School representative under Section 7, below.

6.4 Responses to School-Based Behavior

6.4.1 Definitions.

[a] “Mobile crisis outreach team” means a crisis intervention service for minors or families of minors experiencing behavioral health or psychiatric emergencies.

[b] “Restorative justice program” means a school-based program or a program used or adopted by a school that is designed to enhance school safety, reduce school suspensions, and limit referrals to court, and is designed to help minors take responsibility for and repair the harm of behavior that occurs in school.

[c] “Youth court” means the same as that term is defined in § 78A-6-1203, including that it is a diversion program that provides an alternative disposition for cases involving juvenile offenders in which youth participants, under the supervision of an adult coordinator, may serve in various capacities within the courtroom, acting in the role of jurors, lawyers, bailiffs, clerks, and judges.

6.4.2 Alternative School-Related Interventions. The Board may establish or partner with a certified youth court program or establish or partner with a comparable restorative justice program. The School may refer a student to youth court or a comparable restorative justice program in accordance with § 53G-8-211.

6.4.3 Referrals of Minors. A qualifying minor to whom a habitual disruptive student behavior notice is issued under Section 6.3.1 may not be referred to the juvenile court. The School will follow § 53G-8-211 with respect to referring a minor who is alleged to have committed an offense on school property or that is truancy. In accordance with § 53G-8-211:

[a] if the alleged offense is a class C misdemeanor, an infraction, a status offense on School property, or truancy, the minor may not be referred to law enforcement or court but may be referred to alternative school-related interventions, including:

(i) a mobile crisis outreach team, as defined in § 78A-6-105;

(ii) a receiving center operated by the Division of Juvenile Justice Services in accordance with § 62A-7-104;

(iii) a youth court or comparable restorative justice program; or

(iv) other evidence-based interventions created and developed by the School or other governmental entities as set forth in § 53G-8-211(3)(a)(v).

[b] if the alleged offense is a class B misdemeanor or a nonperson class A misdemeanor, the minor may be referred directly to the juvenile court by the Director or the Director's designee, or the minor may be referred to the alternative interventions described above. However, documentation of an alleged class B misdemeanor or a nonperson class A misdemeanor must be provided prior to referring the minor to the juvenile court.

7. ALTERNATIVES TO EXPULSION, OR CHANGE OF PLACEMENT FOR FREQUENT OR FLAGRANT DISRUPTIVE BEHAVIOR – Utah Code Ann. § 53G-8-207

A continuum of intervention strategies shall be available to help students whose behavior in School repeatedly falls short of reasonable expectations. Prior to suspending a student for more than ten (10) days or expelling a student for repeated acts of willful disobedience, defiance of authority, or disruptive behavior which are not so extreme or violent that immediate removal is warranted, good faith efforts shall be made to implement a remedial discipline plan to allow the student to remain in the School.

7.1 Before referring the student for long-term suspension, expulsion or change of placement under this Section, School staff should demonstrate that they have attempted some or all of the following interventions:

7.1.1 Talking with the student;

7.1.2 Class schedule adjustment;

7.1.3 Phone contact with the parent or legal guardian;

7.1.4 Informal parent/student conferences;

7.1.5 Behavioral contracts;

7.1.6 After-school make-up time;

7.1.7 Short-term suspension;

7.1.8 Appropriate evaluation;

7.1.9 Home study;

7.1.10 Alternative programs; or

7.1.11 Law enforcement assistance as appropriate.

8. DUE PROCESS FOR SUSPENSIONS OF TEN (10) DAYS OR LESS

The following procedure shall apply to all students facing suspension of ten (10) school days or less:

8.1 The Director shall notify the student's custodial parent or guardian of the following without delay: that the student has been suspended, the grounds for the suspension, the period of time for which the student is suspended, and the time and place for the parent or guardian to meet with the Director to review the suspension.

8.2 The Director shall also notify any non-custodial parent, if requested in writing, of the suspension.

8.2.1 Section 8.2 does not apply to the portion of School records which would disclose any information protected under a court order.

8.2.2 The custodial parent is responsible to provide the School a certified copy of any court order under subsection 8.2.1.

8.3 The Director shall document the charges, evidence, and action taken.

8.4 The student shall be requested to present his/her version of the incident in writing. Students with disabilities or young students who are unable to write their own statements shall be accommodated through the use of tape recorder, scribe, etc.

8.5 If the student denies the charges, the student shall be provided with an explanation of the evidence and an opportunity to present his/her version of the incident to the Director.

8.6 In general, the notice and informal conference shall precede the student's removal from the School.

8.7 If, in the judgment of the Director, notice is not possible because the student poses a danger to a person or property or an ongoing threat of disrupting the academic process, he/she may be removed immediately. However, in such cases, the necessary notice and hearing shall follow as soon as possible.

9. DUE PROCESS FOR SUSPENSIONS OF MORE THAN TEN (10) DAYS AND EXPULSIONS

9.1 If the Director believes that a student should be suspended for more than ten (10) days or expelled, the Director shall refer the matter to the Board or the Board member designated by the Board to handle such matters.

9.2 Prior to sending the referral, but in no instance longer than ten (10) days after the suspension began, the Director shall meet with the parent or guardian to discuss the charges against the student and the proposed discipline.

9.2.1 The Director shall also notify any non-custodial parent, if requested in writing, of the possible suspension or expulsion as outlined in Section 8.2 of this policy.

9.3 The referral to the Board member shall include all relevant documentation of the student's violation(s), including written student statements, written witness statements, evidence of an informal school hearing, evidence of a Director meeting with parent or guardian and written parental input.

9.4 Notice to Student and Parent/Guardian

If the Board or the Board member designated by the Board to handle such matters determines, after considering the totality of the circumstances and consulting with the CMT, that a student should be suspended for longer than ten (10) school days or expelled, the Director shall send written notice by certified mail, return receipt requested, to the student's parent or legal guardian, which includes all of the following elements:

9.4.1 a description of the alleged violation(s) or reason(s) giving rise to disciplinary action;

9.4.2 the penalty being imposed (duration of suspension or expulsion);

9.4.3 a statement that a due process hearing may be requested in writing within ten (10) working days of receipt of the notice;

9.4.4 a statement that, if a hearing is requested, the Board has the authority to appoint an impartial Hearing Officer(s), who may be an employee of the School;

9.4.5 a statement that the suspension or expulsion is taking effect immediately and will continue for the stated period unless a hearing is requested in a timely manner and the Hearing Officer determines otherwise;

9.4.6 the mailing date of the notice; and

9.4.7 a statement that, if a hearing is not requested within ten (10) working days after receipt of the notice, the School's decision to suspend or expel the student will be final, and the parent's right to oppose the School's decision will be waived.

9.5 Hearing Procedures

If a hearing is requested in response to the notice of expulsion, the following procedures shall apply:

9.5.1 After receipt of the request, the School shall schedule a hearing as soon as possible but not later than ten (10) school days following receipt of the request.

9.5.2 A written Hearing Notice shall be sent to the parent or guardian informing the parent or

guardian of:

- [a] the name of the Hearing Officer;
- [b] the date, place, and time of the hearing;
- [c] the circumstances, evidence, and issues to be discussed at the hearing;
- [d] the right of all parties to cross-examine witnesses subject to the Hearing Officer's determination that this right should be limited to protect student witnesses from retaliation, ostracism or reprisal;
- [e] the right of all parties to appeal to the President of the Board within ten (10) working days following the decision if the parties disagree with the Hearing Officer's decision; and
- [f] the right of all parties to examine all relevant records.

9.5.3 The Hearing Officer shall conduct the hearing on the record and shall:

- [a] ensure that a written record of the Hearing is made, a copy of which shall be provided to all parties upon request, with the cost borne by the School;
- [b] consider all relevant evidence presented at the hearing;
- [c] allow the right to cross-examination of witnesses, unless the Hearing Officer determines that this right should be limited to protect student witnesses from ostracism, retaliation or reprisal;
- [d] allow all parties a fair opportunity to present relevant evidence; and
- [e] issue a written decision including findings of fact and conclusions.

9.5.4 Hearing Rules

Formal Rules of Evidence do not apply to the Hearing, and no discovery is permitted. However, the following rules will apply:

- [a] parties may have access to information contained in the School's files to the extent permitted by law;
- [b] hearings shall be closed to the press and the public;
- [c] documents, testimony, or other evidence submitted by the parties after the hearing will not be considered by the Hearing Officer; and
- [d] the Hearing Officer may excuse witnesses or parties or suspend or terminate a hearing if persons involved in the hearing are abusive, disorderly, disruptive, or if they refuse to abide by the rules and orders of the Hearing Officer.

9.6 Appeals

9.6.1 Within ten (10) working days following receipt of the hearing Officer's written decision, either party may appeal the decision, in writing, to the President of the Board.

9.6.2 Within ten (10) working days following receipt of the appeal, the Board President shall rule on the appeal.

10. DUE PROCESS FOR CHANGE OF PLACEMENT OF STUDENTS WITH DISABILITIES

Where the student is receiving special education services or accommodations on the basis of disability under IDEA, 504 or ADA, procedures outlined in the Utah State Board of Education Special Education Rules shall be followed, including prior written notice to parents or guardians regarding their procedural due process rights, before any long-term disciplinary action or change of placement takes place.

10.1 Required Services

10.1.1 504 and ADA Students

When a determination is made that the conduct of a 504 or ADA student (but not a student who is disabled under IDEA) is not a manifestation of the student's disability pursuant to Section 10.5, the student shall be subject to the same disciplinary consequences as regular education students, up to and including expulsion from School; however, the School must continue to provide education services in accordance with guidelines established by the Utah State Office of Education.

10.1.2 IDEA

A school need not provide services during periods of removal to a student with a disability under IDEA who has been removed from his or her current placement for ten (10) school days or less in that school year if services are not provided to a student without disabilities who has been similarly removed.

If a student with a disability under IDEA has been removed from his or her current placement for more than ten (10) school days in the same school year, for the remainder of the removals the School shall provide services to the extent necessary to enable the student to progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP. School personnel, in consultation with the student's special education teacher, determine the extent to which services are necessary to enable the student to appropriately progress in the general curriculum and advance toward achieving the goals set out in the student's IEP.

10.2 Change of Placement for Weapons, Drugs, or Serious Bodily Injury

A student's IEP team may order a change in placement of a student with a disability to an appropriate interim alternative educational setting for the same amount of time that a student without a disability would be subject to discipline, but for not more than forty-five (45) days, if:

10.2.1 The student carries a weapon to or possesses a weapon at School, on School premises, or to or at a School-sponsored activity; or

10.2.2 The student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at School, on School premises, or at a School-sponsored activity; or

10.2.3 The student has inflicted serious bodily injury upon another person while at School, on School premises, or at a School-sponsored activity.

10.3 Change of Placement Due to Student's Serious Misconduct

School officials may request an expedited due process hearing in order to change the placement of a student with a disability to an appropriate interim alternative educational setting, recommended by the student's IEP team, for not more than forty-five (45) days. A hearing officer may order such a change, if he/she:

10.3.1 Determines that School officials have demonstrated by substantial evidence that maintaining the current placement of a student is substantially likely to result in injury to the student or others;

10.3.2 Considers the appropriateness of the student's current placement;

10.3.3 Considers whether School officials have made reasonable efforts to minimize the risk of harm in the student's current placement, including the use of supplementary aids and services; and

10.3.4 Determines that the interim alternative educational setting being recommended by School officials (1) has been selected so as to enable the student to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in the student's current IEP, that will enable the student to meet the goals set out in that IEP: and (2) includes services and modifications designed to address the behavior at issue so that it does not recur.

10.4 Parental Notice

As soon as a decision is made by School officials to remove a student with a disability from his/her current placement for more than ten (10) school days, the student's parents must be notified of that decision and of all procedural safeguards outlined by law and School policy.

10.5 IEP Meetings for Manifestation Determination

10.5.1 Immediately, if possible, but in no case later than ten (10) school days after the date on

which the decision is made to remove the student from the current placement, a review must be conducted of the relationship between the student's disability and the behavior subject to the disciplinary action.

10.5.2 The manifestation review must be conducted by the student's IEP team and other qualified School personnel.

10.5.3 In conducting the manifestation review, the IEP team may determine that the behavior of the student was not a manifestation of student's disability only if the IEP team:

[a] First considers, in terms of behavior subject to disciplinary action, all relevant information, including:

(i) Evaluation and diagnostic results, including the results or other relevant information supplied by the parents of the student;

(ii) Observations of the student; and

(iii) The student's IEP and placement; and

[b] Then determines whether:

(i) The conduct in question was caused by or had a direct and substantial relationship to the child's disability; or

(ii) The conduct in question was the direct result of the School's failure to implement the student's IEP.

10.5.4 If the IEP team determines that either of the standards above was met, the behavior must be considered a manifestation of the student's disability.

10.5.5 Determination that Behavior was not Manifestation of Disability

If the result of the manifestation review is a determination that the behavior of a student with a disability was not a manifestation of the student's disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner in which they would be applied to students without disabilities, except that a free appropriate public education must still be made available to the student if the student is suspended or expelled from School.

10.5.6 Determination that Behavior was Manifestation of Disability

If the result of the manifestation review is a determination that the behavior of a student with a disability was a manifestation of the student's disability, the student must remain in or be returned to the prior placement.

10.6 IEP Meetings for Functional Behavioral Assessments

10.6.1 Post-Discipline Functional Behavioral Assessments

If School officials have not conducted a functional behavioral assessment and implemented a behavioral intervention plan for the student before the behavior that results in a removal from School for longer than ten (10) school days or a change of placement to an interim alternative educational setting, School officials shall convene an IEP meeting to develop an assessment plan and appropriate behavioral interventions to address that behavior.

10.6.2 Pre-Discipline Behavioral Intervention Plans

If the student already has a behavioral intervention plan, the IEP team shall review the plan and modify it, as necessary, to address the behavior.

10.7 Placement During Appeals and Stay Put

10.7.1 If a parent requests a due process hearing to challenge the interim alternative educational setting or the manifestation determination, the student must remain subject to the disciplinary action pending the decision of the hearing officer or until the expiration of the forty-five (45) day period, whichever occurs first, unless the parent and School officials agree otherwise.

10.7.2 If a student is placed in an interim alternative educational setting and School personnel propose to change the student's placement after expiration of the interim alternative placement, during the pendency of any proceeding to challenge the proposed change in placement the student must remain in the current placement (the student's placement prior to the interim alternative education setting), unless School officials succeed in getting an order through an expedited hearing as described in Section 10.3.

11. ADMINISTRATIVE STUDENT CONDUCT AND DISCIPLINE PLAN

11.1 Elements of Plan

The Director will develop, with input from administration, instruction and support staff, students, parents, and other community members, a Student Conduct and Discipline Plan. The plan shall be comprehensive, clearly written, consistently enforced, and include the following elements:

11.1.1 written standards for student behavior expectations, including school and classroom management;

11.1.2 effective instructional practices for teaching student expectations, including:

[a] self-discipline;

[b] citizenship;

[c] civic skills; and

[d] social skills;

11.1.3 systematic methods for reinforcement of expected behaviors;

11.1.4 uniform and equitable methods for correction of student behavior;

11.1.5 uniform and equitable methods for at least annual data-based evaluations of efficiency and effectiveness;

11.1.6 an ongoing staff development program related to development of:

[a] student behavior expectations;

[b] effective instructional practices for teaching and reinforcing behavior expectations;

[c] effective intervention strategies; and

[d] effective strategies for evaluation of the efficiency and effectiveness of interventions;

11.1.7 procedures for ongoing training of appropriate School personnel in:

[a] crisis intervention training;

[b] emergency safety intervention professional development; and

[c] School policies related to emergency safety interventions consistent with evidence-based practice;

11.1.8 policies and procedures relating to the use and abuse of alcohol and controlled substances by students;

11.1.9 policies and procedures, consistent with requirements of Rule R277-613 and the School's Bullying and Hazing Policy, related to:

[a] bullying;

[b] cyber-bullying;

[c] hazing;

[d] retaliation; and

[e] abusive conduct;

11.1.10 direction for dealing with bullying and disruptive students;

11.1.11 direction regarding the range of behaviors and the continuum of administrative procedures that may be used by school personnel to address student behavior, including students who engage in disruptive student behaviors as described in § 53G-8-210;

11.1.12 strategies to provide for necessary adult supervision;

11.1.13 notice to employees that violation of this rule may result in employee discipline or action;

11.1.14 gang prevention and intervention provisions in accordance with § 53E-3-509(1); and

11.1.15 provisions that account for the School's unique needs or circumstances, including:

[a] the role of law enforcement; and

[b] emergency medical services; and

[c] a provision for publication of notice to parents and school employees of policies by reasonable means;

11.1.16 procedures for responding to reports received through the School Safety and Crisis Line under § 53E-10-502(3).

11.2 Plan Consistent with this Policy

The administrative Student Conduct and Discipline Plan shall be consistent with this policy, including without limitation the provisions in Section 6 regarding notices of disruptive student behavior and the emergency safety intervention policies and procedures set forth in Section 18.

12. EXTRACURRICULAR ACTIVITIES

Participation in extracurricular activities is not a constitutionally protected civil right. Therefore, students who are suspended or expelled may lose the privilege of participation during the period of suspension/expulsion and may not be allowed to invoke due process procedures to challenge the denial of extracurricular participation.

13. RE-ADMISSION OF EXPELLED STUDENTS AND DENIAL OF ADMISSION BASED ON PRIOR EXPULSION – Utah Code Ann. §53G-8-205(3)

A student who is expelled from the School can only be re-admitted to the School through the School's standard lottery procedures.

A student may be denied admission to the School if he or she was expelled from the School or any other school during the preceding 12 months.

14. INVESTIGATIONS

Whenever the Director has reason to believe that School rules or policies have been broken, he or she shall proceed with an investigation. However, if the Director believes that laws have been broken or child abuse has occurred, he/she shall request appropriate authorities to conduct the investigation.

14.1 General Investigation Guidelines for Director

The Director has the authority and duty to conduct investigations and to question students pertaining to infractions of school rules, whether or not the alleged conduct is a violation of criminal law. The Director shall conduct investigations according to the following general guidelines:

14.1.1 The Director shall conduct investigations in a way that does not unduly interfere with School activities.

14.1.2 The Director shall separate witnesses and offenders in an attempt to keep witnesses from collaborating their statements and have all parties provide separate statements concerning the incident under investigation; written statements are preferable, if possible.

14.1.3 The Director shall advise students suspected of wrongdoing orally or in writing of the nature of the alleged offense.

14.1.4 Students must be provided an opportunity to give their version of the incident under investigation; however, refusals to respond or provide information should be respected.

14.1.5 When questioning students as part of an investigation, School staff should have another adult present whenever possible.

14.1.6 The Director shall accommodate students with disabilities and young children unable to write their own statements through use of tape recorders, scribes, etc.

14.1.7 All students involved in the investigation shall be instructed that retaliation is prohibited. Any act of reprisal against any person who has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing is strictly prohibited and subject to disciplinary action.

14.1.8 When the investigation is completed and if it is determined that disciplinary action may be in order, due process requirements must be met. Specifically, the student must be given proper notice of the charges against him/her and the disciplinary action being recommended, as well as a fair opportunity to present his or her version of the facts.

14.2 Coordination with Law Enforcement

The Director has the responsibility and the authority to determine when the help of law enforcement officers is necessary, as outlined in this policy and Utah State law.

14.2.1 The School administration may invite law enforcement officials to:

- [a] conduct an investigation of alleged criminal conduct in connection with School electronic resources of a School-related or School-sponsored activity;
- [b] maintain a safe and orderly educational environment; or
- [c] maintain or restore order when the presence of such officers is necessary to prevent injury to persons or property.

14.2.2 Investigation of Criminal Conduct

During an investigation for violation of School rules, it may become evident that the incident under investigation may also be a violation of criminal law. If the School official has reason to suspect that a criminal act has been committed and, in the opinion of the Director, law enforcement should be notified, the following procedure should be followed:

- [a] The Director shall request that law enforcement officers conduct an investigation and question students who are potential witnesses to the alleged criminal behavior.
- [b] The School official shall inform the student's parent or legal guardian as soon as possible that the student may have committed a criminal act and that law enforcement authorities will be involved in the investigation.
- [c] Unless circumstances dictate otherwise, questioning of the student by School officials shall not begin or continue until the law enforcement officers arrive.
- [d] Reasonable attempts shall be made to contact the student's parents or legal guardian who, unless an emergency exists, shall be given the opportunity to meet with the student and to be present with the student during questioning by law enforcement authorities.
- [e] The Director shall document the contact or attempted contact with the student's parents or legal guardian. If the Director cannot contact the student's parent or guardian, or if the parent or guardian is unable to be present with the student for questioning, the Director shall be present and document generally what occurs during the interview.
- [f] The student shall not be questioned by law enforcement unless or until he/she has received Miranda warnings from the officer.
- [g] If the parent or student refuses to consent to questioning by law enforcement authorities, the law enforcement authorities shall determine the course of action to be pursued.

14.2.3 Investigation Initiated by Law Enforcement Authorities

School officials shall cooperate with law enforcement authorities who are carrying out official duties such as investigating crimes, serving subpoenas, etc.

[a] When law enforcement officers can show a need to do so, they shall be permitted to conduct an investigation.

[b] Such a need will ordinarily be shown if delay in police investigation might result in danger to a person, flight from jurisdiction by a person reasonably suspected of a crime, or destruction of evidence. In such cases:

(i) The officers shall be required to get prior approval of the Director or other designated person before beginning an investigation of School property.

(ii) The Director shall document the circumstances warranting the investigation as soon as practical.

(iii) Alleged criminal behavior related to the School environment brought to the Director's attention by law enforcement officers shall be dealt with under the provisions of Section 14.1.

(iv) Law enforcement officials (investigating School-related or student-related crimes) may not have access to student education records, aside from directory information, unless they have a subpoena or court order or permission from parent or guardian.

(v) Directory information is limited to a student's name, home address, date of birth, phone number, class schedules and parents' address and phone numbers for use in case of emergency.

14.2.4 Release of Student to Law Enforcement Official

[a] Students may not be released to law enforcement authorities voluntarily by School officials unless the student has been placed under arrest or unless the parent or legal guardian and the student agree to the release.

[b] When students are removed for any reason by law enforcement authorities, every reasonable effort shall be made to contact the student's parent or legal guardian immediately except in cases of child abuse and neglect. Such effort shall be documented.

[c] The Director shall immediately notify the Board of the removal of a student from School by law enforcement authorities.

[d] Where it is necessary to take a student into custody during a School-sponsored activity, the law enforcement officer shall contact the Director and relate the circumstances necessitating such action.

[e] Whenever the need arises to make arrests or take students into custody during a School-sponsored activity, the Director shall make reasonable efforts to consult and confer with the law enforcement officers as to how an arrest is to be made.

[f] When a student has been taken into custody or arrested during a School-sponsored activity

without prior notification to the Director, the School staff present shall encourage the law enforcement officers to tell the Director of the circumstances as quickly as possible. If the officers decline to tell the Director, the School staff members present shall immediately notify the Director.

14.2.5 Quelling Disturbances of School Environment

Law enforcement officers may be requested to assist in controlling disturbances of the School environment that a Director has found to be unmanageable by School personnel and that has the potential of causing harm to students and other persons or to property. Such circumstances include situations where a parent or member of the public exhibits undesirable or illegal conduct at a School-sponsored activity and who refuse to abide by a Director's directive to leave the premises.

15. INVESTIGATION OF CHILD ABUSE AND NEGLECT

Utah law requires that whenever any person, including any School employee, has reason to believe that a child has been subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, or observes a child being subjected to conditions or circumstances which would reasonably result in such, he/she shall immediately notify the nearest peace officer, law enforcement agency, or office of the Division of Child and Family Services.

15.1 The School shall distribute annually to all School employees copies of the School's procedures for reporting suspected child abuse or neglect.

15.2 If there is reason to believe that a child may have been subjected to abuse or neglect, an oral report shall be made immediately by the School employee reporting the abuse/neglect with a written report to follow within twenty-four (24) hours.

15.2.1 When making the oral report, always have the person you notify identify himself/herself. The notified person's name shall be entered on the written report.

15.2.2 A copy of the written report shall be put in a child abuse-neglect file to be maintained by the Director, for all reported cases of suspected child abuse or neglect.

15.2.3 The child abuse-neglect reporting form shall not be placed in the student's personal file.

15.3 It is not the responsibility of the Director or other School employees to prove that the child has been abused or neglected, or to determine whether the child is in need of protection.

15.3.1 Investigation by staff prior to submitting a report shall not go beyond that necessary to support a reasonable belief that a reportable problem exists.

15.3.2 To determine whether or not there is reason to believe that abuse or neglect has occurred, professional School employees may (but are not required to) gather information only to the extent necessary to determine whether a reportable circumstance exists.

15.3.3 Interviews with the child or suspected abuser shall not be conducted by the Director or School employees.

15.3.4 Notes of voluntary or spontaneous statements by the child shall be made and given to the investigating agency.

15.3.5 The Director, School employees, Division of Child and Family Services and law enforcement personnel are required to preserve the anonymity of those making the initial report and any others involved in the subsequent investigation.

15.3.6 Investigations are the responsibility of the Division of Child and Family Services.

[a] The Director or other School employees shall not contact the parents, relatives, friends, neighbors, etc. for the purpose of determining the cause of the injury and/or apparent neglect.

[b] School officials shall cooperate with social service and law enforcement agency employees authorized to investigate reports of alleged child abuse and neglect, assisting as asked as members of interdisciplinary child protection teams in providing protective diagnostic, assessment, treatment, and coordination services.

15.3.7 Persons making reports or participating in good faith in an investigation of alleged child abuse or neglect are immune, in accordance with state law, from any civil or criminal liability that otherwise might arise from those actions.

16. SEARCHES OF PERSON OR PROPERTY

Given the School's custodial and tutelary responsibility for children, and the Board's intent to preserve a safe environment for all students and staff, the Board recognizes that School officials must have the authority to conduct reasonable searches of students and student property. School officials engaging in searches of students and property shall abide by the following guidelines:

16.1 General Guidelines for Searches of Person or Property

16.1.1 Searches of Students and Student Property

Searches of a student's person, personal property (coats, hats, backpacks, bookbags, purses, wallets, notebooks, gym bags, etc.) may be conducted whenever the student's conduct creates a reasonable suspicion that a particular School rule or law has been violated and that the search is reasonably related to the suspicion and not excessively intrusive in light of the age and sex of the student and nature of the infraction. Circumstances warranting a search include those in which School officials have a reasonable suspicion that the student or student property is concealing items including but not limited to weapons, drugs, alcohol, tobacco, unsafe contraband, pornography, pagers or lost/stolen/misplaced items.

16.2 Searches of Personal Belongings

16.2.1 Personal belongings may be searched by School officials whenever School officials have a reasonable suspicion to believe a student is concealing evidence of a policy violation or criminal activity and the items being searched are capable of concealing such evidence. The student may be asked to open personal belongings and to turn over personal property for search by a School official. All searches of student property by School officials shall be witnessed by an objective third party (such as another teacher, or police officer) to observe that the search is not excessively intrusive.

16.2.2 All contraband discovered in a search by School officials shall be immediately confiscated and turned over to law enforcement officers if School officials have reason to believe the contraband is related to the commission of a criminal act.

16.3 Searches of Person

16.3.1 School officials shall make sure the search meets the following guidelines:

[a] The search shall be conducted in a private area of the School by a School official of the same sex as the student being searched;

[b] The search shall be observed by an objective third party of the same sex as the student being searched (i.e., Director, teacher, police officer);

[c] School officials may ask the student to remove his/her hat, coat, shoes and socks, turn pockets inside out, and roll up sleeves to see if the student is hiding contraband;

[d] Under no circumstances may School officials require students to remove any other items of clothing or touch students in any way during the search.

[e] If this limited search does not turn up suspected contraband and School officials have reasonable suspicion that the student is concealing contraband in his/her inner clothing (i.e., hiding drugs, weapons or other contraband underneath shirts, pants or underwear), law enforcement officers shall be summoned immediately to conduct further search and investigation.

[f] In general, all questioning and searching of students conducted by law enforcement officers shall proceed according to the investigation guidelines in Section 14 of this policy.

16.4 Documentation of Searches

School officials shall thoroughly document the details of any search conducted of a student's property or person. Documentation shall be made at the time of the search, or as soon as possible thereafter, and shall include the following:

16.4.1 The time, place and date of the search;

16.4.2 The reasonable suspicion giving rise to the search (what did School officials suspect to find

during the search);

16.4.3 The name and title of individuals conducting and observing the search;

16.4.4 A statement about evidence that was found or not found as a result of the search;

16.4.5 A statement about who took possession of contraband (i.e., police, school, etc.);

16.4.6 Information regarding the attempts of School officials to notify parents about the search.

17. RECORDS—INTERAGENCY COLLABORATION – 20 U.S.C. § 1232g(h)(i)-(2); Utah Code Ann. §§ 53G-8-402 to -405

17.1 Board and Director Notification by Juvenile Court and Law Enforcement Agencies.

17.1.1 Within three (3) days of being notified by the juvenile court that a juvenile has been adjudicated or of being notified by a law enforcement agency that a juvenile has been taken into custody or detention for a violent felony, defined in Utah Code Ann. § 76-3-203.5, or an offense in violation of Title 76, Chapter 10, Part 5 Weapons, the President of the Board shall notify the Director.

17.1.2 Upon receipt of the information, the Director shall make a notation in a secure file other than the student's permanent file; and, if the student is still enrolled in the School, the Director shall notify staff members who should know of the adjudication, arrest or detention.

17.1.3 Staff members receiving information about a juvenile's adjudication, arrest or detention may only disclose the information to other persons having both a right and a current need to know.

17.2 Student Discipline Records/Education Records

School officials may include appropriate information in the education record of any student concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community.

17.2.1 Disclosure of Discipline Records to Other Educators

School officials may disclose student discipline information described above to teachers and other School officials, including teachers and school officials in other schools, who have legitimate educational interests in the behavior of the student.

17.2.2 Disclosure of Discipline Records to Other Agencies

School officials shall not release personally identifiable student discipline records to other government agencies, including law enforcement agencies, unless the agency produces a subpoena or court order (need for standing court order from juvenile court), or unless the student's

parent or guardian has authorized disclosure.

18. EMERGENCY SAFETY INTERVENTIONS

A School employee may not subject a student to physical restraint or seclusionary time out unless utilized as a necessary emergency safety intervention (“ESI”) in compliance with this Section.

18.1 Definitions

18.1.1 An “ESI” is the use of seclusionary time out or physical restraint when a student presents an immediate/imminent danger of physical violence/aggression towards self or others likely to cause serious physical harm. An ESI is not for disciplinary purposes.

18.1.2 “Physical restraint” means a personal restriction that immobilizes or significantly reduces the ability of a student to move his or her arms, legs, body, or head freely.

18.1.3 “Physical escort” means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of guiding a student to another location.

18.1.4 “Seclusionary time out” means that a student is placed in a safe enclosed area, isolated from adults and peers, and the student is, or reasonably believes, he or she will be prevented from leaving the area. The safe enclosed area must meet the fire and public safety requirements described in R392-200 and R710-4.

18.2 General Procedures

18.2.1 Teachers and other personnel who may work directly with students shall be trained on the use of effective alternatives to ESI as well as the safe use of ESI and a release criteria.

18.2.2 An ESI shall:

[a] be applied for the minimum time necessary to ensure safety;

[b] implement an appropriate release criteria;

[c] be discontinued as soon as imminent danger of physical harm to self or others has dissipated;

[d] be discontinued if the student is in severe distress;

[e] never be used as punishment or discipline;

[f] be applied consistent with the School’s administrative Student Conduct and Discipline Plan; and

[g] in no instance be imposed for more than 30 minutes.

18.3 Students with Disabilities Receiving Special Education Services

18.3.1 Use of ESI for a student with a disability receiving specialized educational services under IDEA or Section 504 shall be subject to all applicable state and federal laws, including Least Restrictive Behavioral Interventions (LRBI) policies and procedures for special education/504 programs.

18.3.2 Additionally, ESIs written into a student's IEP as a planned intervention are prohibited unless school personnel, the family, and the IEP team agree less restrictive means which meet the circumstances described in R277-608-5 have been attempted; a Functional Behavioral Assessment has been conducted; and a positive behavior intervention plan based on data analysis has been written into the plan and implemented.

18.4 Physical Restraint

18.4.1 A School employee may, in accordance with Section 18.2.2 and when acting within the scope of employment, use and apply physical restraint as an ESI in self defense or as may be reasonable and necessary under the following circumstances:

[a] to protect the student or another person from physical injury;

[b] to remove from a situation a student who is violent;

[c] to take possession of a weapon or other dangerous object in the possession or under the control of a student; or

[d] to protect property from being damaged, when physical safety is at risk.

18.4.2 When an employee exercises physical restraint as an ESI on a student, the following types of physical restraint are prohibited:

[a] prone, or face-down;

[b] supine, or face-up;

[c] physical restraint which obstructs the airway or adversely affects the student's primary mode of communication;

[d] mechanical restraint, except for seatbelts or safety equipment used to secure students during transportation, other appropriate protective or stabilizing restraints, and devices used by a law enforcement officer in carrying out law enforcement duties; or

[e] chemical restraint, except as prescribed by a licensed physician and implemented in compliance with a student's Health Care Plan.

18.4.3 Nothing in this Section prohibits a School employee from using less intrusive means, including a physical escort, to address circumstances described in Section 18.4.1.

18.5 Seclusionary Time Out

A School employee may, in accordance with Section 18.2.2 and when acting within the scope of employment, place a student in seclusionary time out as an ESI under the following circumstances:

18.5.1 the student presents an immediate danger of serious physical harm to self or others;

18.5.2 any door remains unlocked; and

18.5.3 the student is within line sight of the employee at all times.

18.6 Notification

18.6.1 If an ESI is used, the School or employee shall immediately notify the student's parent/guardian and School administration.

18.6.2 In addition to providing the notice described in Section 18.6.1, if the ESI is applied for longer than fifteen minutes, the School shall immediately notify the student's parent/guardian and School administration.

18.6.3 Parent notifications made under this Section shall be documented in the student information system as required by R277-609-10(3)(d)).

18.6.4 Within 24 hours of using ESI, the School shall notify the parent/guardian that they may request a copy of any notes or additional documentation taken during the crisis situation.

18.6.5 Upon request of a parent/guardian, the School shall provide a copy of any notes or additional documentation taken during a crisis situation.

18.6.6 A parent/guardian may request a time to meet with School staff and administration to discuss the crisis situation.

18.7 Emergency Safety Intervention (ESI) Committee

18.7.1 The School shall establish an ESI committee that includes:

[a] at least two administrators (if there are at least two administrators employed by the School);

[b] at least one parent of a student enrolled in the School, appointed by the School's Director;
and

[c] at least two certified educational professionals with behavior training and knowledge in both state rules and the School's conduct and discipline policies.

18.7.2 The ESI committee shall:

[a] meet often enough to monitor the use of ESI within the School;

[b] determine and recommend professional development needs;

[c] develop policies for dispute resolution processes to address concerns regarding disciplinary actions; and

[d] create and communicate methods for evaluation of the efficiency and effectiveness of the Schools' rules and standards.

18.7.3 The School shall collect, maintain, and periodically review the documentation or records regarding the use of ESI in the School.

18.7.4 The School shall annually provide documentation of any School use of ESI to the State Superintendent of Schools.

18.7.5 The School shall submit all required UTREx discipline incident data elements to the State Superintendent of Schools no later than June 30, 2018. Beginning in the 2018-19 school year, the School shall submit all required UTREx discipline incident data elements as part of the LEA's daily UTREx submission.

18.8 Corporal Punishment

School employees may not inflict or cause the infliction of corporal punishment upon a student. School personnel who inflict corporal punishment on a student will be subject to discipline up to and including termination.

19. TRAINING

19.1 All new employees shall receive information about this policy and the administrative Student Conduct and Discipline Plan at new employee orientation. All other employees shall be provided information on a regular basis regarding this policy, the Student Conduct and Discipline Plan, and the School's commitment to a safe and orderly school environment.

19.2 Employees who have specific responsibilities for investigating, addressing, and resolving issues addressed in the policy shall receive annual training on this policy and related legal developments.

19.3 The Director shall be responsible for informing students, parents, and staff of the terms of this policy and the Student Conduct and Discipline Plan, including the procedures outlined for investigation and resolution of violations.

20. POLICY AND PLAN DISSEMINATION AND REVIEW

20.1 The School shall compile an annual report of all suspensions and expulsions and submit it to the Board. For each suspension or expulsion, the report shall indicate the student's race, gender, disability status, and age/grade, as well as the reason for the discipline, the length of the discipline, and a statement as to whether the student was referred to the Board.

20.2 A summary of this policy and the Student Conduct and Discipline Plan shall be posted in the School, and the policy and plan will be posted on the School's website. The policy or a summary of the policy and the plan or summary of the plan shall also be published in student registration materials, student and employee handbooks, and other appropriate school publications as directed by the Board.

20.3 This policy and the plan shall be reviewed as necessary with appropriate revisions recommended to the Board.

SY 2021-2022		
Type	# of Contracts	PreviousYear
Truancy	109	89
Cheating / Plagiarism	44	38
Computer Use / Inappropriate Content	0	3

Suspensions / Expulsions		
Type	# of Contracts	Last Year
Suspensions	0	0
Expulsions	2	1

Suspensions / Expulsions - Details

SSID:	
Suspension or Expulsion?	Expulsion
Race:	White / Hispanic
Gender:	F
Disability Status:	None
Age/Grade:	14 / 9
Discipline:	Expulsion for Truancy
Length of Discipline:	Expulsion
Was the Student Referred to the Board?	No

SSID:	
Suspension or Expulsion?	Expulsion
Race:	White / Hispanic
Gender:	F
Disability Status:	None
Age/Grade:	17 / 11
Discipline:	Expulsion for Truancy
Length of Discipline:	Expulsion
Was the Student Referred to the Board?	No

TRUANCY CONTRACTS			
Month	Type	SY 21-22	SY 20-21
May	Truancy	12	15
April	Truancy	14	12
March	Truancy	19	13
February	Truancy	9	13
January	Truancy	16	13
December	Truancy	14	11
November	Truancy	12	5
October	Truancy	9	5
September / August	Truancy	4	2

CHEATING / PLAGIARISM			
Month	Type	SY 21-22	SY 20-21
May	Cheating	11	4
April	Cheating	2	3
March	Cheating	7	6
February	Cheating	14	5
January	Cheating	2	4
December	Cheating	1	1
November	Cheating	0	10
October	Cheating	7	3
September / August	Cheating	0	2

COMPUTER USE / Inappropriate Content			
Month	Type	SY 21-22	SY 20-21
May	Computer Use	0	0
April	Computer Use	0	0
March	Computer Use	0	0
February	Computer Use	0	1
January	Computer Use	0	0
December	Computer Use	0	0
November	Computer Use	0	1
October	Computer Use	0	0

September / August	Computer Use	0	1
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Positive Behavior Plan Report SY2021-2022

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 Behaviors Plan may include:

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

2021-2022 Outcomes

The Grief group was added to our other counseling group options. This group initially served 8 students and then added an additional 7 students during the second semester. Lisa Cox felt that this group was very successful. We have had many students who were impacted by the death of a loved one or a significant loss. This was a place to find support among peers. We plan to continue to grow this counseling group for next year.

Our Hope Squad was hugely successful this year during its inaugural year. We initially felt that we would like to separate and have a middle school and high school Hope Squad, but the students felt differently. This group is specifically about listening to them; the advisors felt that we should honor this and keep the groups together for the 2022-2023 school year. The Hope Squad's goal for the 22-23 school year is to have a member at each activity with a Hope Squad t-shirt on to increase visibility and to make an announcement about what Hope Squad is and how it can be used by students.

This was our second year using a Positive Behavior Intervention System (PBIS) program. Over 60% of our students participated in the program that focused on rewarding and encouraging our school values. This program involved tangible rewards as well as specific praise.

This is our third year offering mental health support services to students. This year we increase our participation and had 21 students referred with a majority completing their sessions. Students and families have been grateful for the opportunity to access this resource.

Our school social worker has been an invaluable resource. She has helped to support counseling groups, helped us to be strategic about our truancy policy and its implementation, and made home visits a priority. As we look forward to the coming year we know that we need her full-time as a social worker and proactively work with parents and students.

Our students were reminded of reasons to not vape during Red Ribbon Week. This is where they were able to watch a piece of some of our anti-vaping messages from past presenters, who shared real-life dangers. Additionally, while we were not able to have the In Real Life people come and present, we did survey our stakeholders to find out what they were interested in learning more about as parents and parents who support students who learn online. We will use these results to help shape our continued community and parent outreach.

Our service-learning opportunities were varied and many this year, resulting in another Mountain Heights Academy President's Gold Service Award for accumulating more than 10,000 volunteer hours. This year students made blankets for the Humane Society. This is something they have not done before and wanted to do. This is one of many projects that Mountain Heights was involved in for the 2021-2023 school year.

Mountain Heights Academy Plan

Program	Level of Implementation	What We Have Planned This Year	How Does the program address the use of tobacco, alcohol, e-cigarette products, and/or other controlled substances?
Counseling Groups <ul style="list-style-type: none"> • Inclusion Group–2 groups • Student Success Group • Middle School Boys Success Group • Anxiety Busters Group (2 groups) • Girl Talk (2 groups) 	implemented and looking for ways to expand	Added a grief group this year as counseling saw a need.	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)
Red Ribbon Week	Implemented in October 2021	Our electives department team lead held daily challenges for students to participate in and posted them on the front page. Students participated in mini-challenges like signing a drug-free pledge, watching a short video about the dangers of vaping, writing an anti-e-cigarette slogan, participating in a flip grid conversation online, having a conversation with their parents about drugs, alcohol, e-cigarettes, and vaping, and more.	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.
Hope Squad	Implemented and looking to expand	Implemented the first online hope squad in the state of Utah with members from 9th-12th grades and 3 advisors. We would like to expand and add in a second hope squad next year in the middle school.	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.
PBIS Rewards	Implemented	PBIS is a positive behavior rewards system based on our school values.	Students are able to earn rewards of their choice or be entered into a schoolwide raffle by earning Trailblazer Points. They earn Trailblazer Points by exhibiting school values. Points are awarded by teachers who also can leave comments when giving points and comments are sent to parents and students on a monthly basis. PBIS Rewards are meant to incentivize the behaviors that make Mountain Heights a prosocial, innovative, student wellbeing 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)
Individual Mental Health Counseling Online	Implemented	Up to 6 sessions with the option of more upon counselor approval. Students must not miss appointments or services will be suspended.	Individual and group counseling services support students in a multitude of ways. Not only do students receive treatment and support for general life stressors, students also have the opportunity to process trauma, suicidal ideations, and receive referrals for outside support when needed. These

		Students are vetted through school counselors to see if the program is a good fit.	provisions 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). Similarly, 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).
School Social Worker	Implemented	This year we hired a school social worker. She has been helping to support the counseling groups and is exceptional with our truancy and home visits. Her skill set has added to our ability to support students and families at Mountain Heights.	See above.
Live in Real Life/Anti Vaping Night	Implemented	This is planned for the spring and will be a stakeholder event. We have held versions of it in the past, depending on stakeholder needs for the last two years. Live in Real Life is a Positive Suicide Prevention message and Anti-Vaping is a student and Parents awareness night from professionals.	Both evenings are community and stakeholder events that support the specific goals of this statute to address "student use of tobacco, alcohol, electronic cigarette products, and other controlled substances through promoting positive behaviors."
Service Learning Events	Implemented	Holiday Veterans 100 Humanitarians Pet Shelter Blankets Utah Food Bank Provo Food Bank Read Across Utah Book Drive	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. In fact, many drug prevention programs used 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 Minute	Implemented	This is a 10 minute skills building school wide social emotional daily hangout available for anyone to join Monday-Thursday. Students, teachers, staff, faculty, and students are encouraged to join in for a few minutes to learn a skill. These are interactive and taught by our success coaches and counselors.	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)

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

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.

Mountain Heights Academy
Board Balance Sheet
As of 5/31/2022

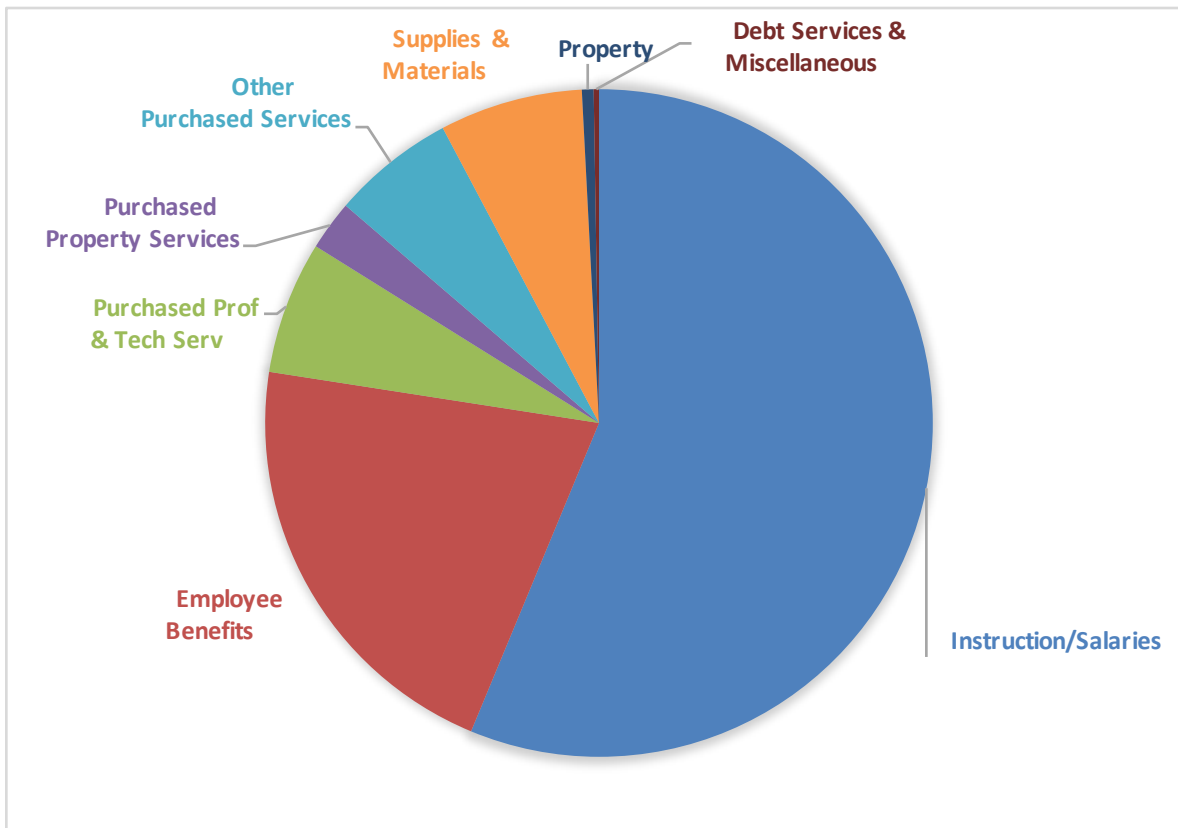
	Period Ending 05/31/2022	Period Ending 05/31/2021
	Actual	Actual
Assets & Other Debits		
Current Assets		
Operating Cash	10,080,100	8,580,622
Accounts Receivables	1,995	3,718
Total Current Assets	10,082,095	8,584,340
Net Assets		
Fixed Assets	288,630	422,202
Depreciation	(247,004)	(387,315)
Total Net Assets	41,626	34,887
Total Assets & Other Debits	10,123,721	8,619,227
Liabilities & Fund Equity		
Current Liabilities	24,951	28,733
Fund Balance	8,312,767	5,869,825
Net Income	1,786,003	2,720,669
Total Liabilities & Fund Equity	10,123,721	8,619,227

Mountain Heights Academy

Board Profit and Loss

7/1/2021 - 5/31/2022

	Annual June 30, 2022	Year-to-Date May 31, 2022	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	90,000	75,162	83.5 %
Revenue From State Sources	10,558,392	10,037,313	95.1 %
Revenue From Federal Sources	215,837	145,275	67.3 %
Total Income	10,864,229	10,257,750	94.4 %
Expenses			
Instruction/Salaries	5,812,086	4,766,180	82.0 %
Employee Benefits	2,235,513	1,795,364	80.3 %
Purchased Prof & Tech Serv	612,000	544,578	89.0 %
Purchased Property Services	317,500	204,036	64.3 %
Other Purchased Services	344,700	504,944	146.5 %
Supplies & Materials	602,670	587,130	97.4 %
Property	0	47,956	0.0 %
Debt Services & Miscellaneous	26,000	21,559	82.9 %
Total Expenses	9,950,469	8,471,747	85.1 %
Total Net Income	913,760	1,786,003	195.5 %



Mountain Heights Academy
Board Profit and Loss
7/1/2021 - 5/31/2022

	Annual June 30, 2022	Year-to-Date May 31, 2022	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	90,000	75,162	83.5 %
Revenue From State Sources	10,558,392	10,037,313	95.1 %
Revenue From Federal Sources	215,837	145,275	67.3 %
Total Income	10,864,229	10,257,750	94.4 %
Expenses			
Instruction/Salaries	5,812,086	4,766,180	82.0 %
Employee Benefits	2,235,513	1,795,364	80.3 %
Purchased Prof & Tech Serv			
0320 - Professional - Educational Services	100,000	150,058	150.1 %
0330 - Professional Employee Training and Development	100,000	50,450	50.4 %
0340 - Other Professional Services	50,000	47,347	94.7 %
0345 - Business Services	312,000	273,969	87.8 %
0350 - Technical Services	50,000	22,754	45.5 %
Total Purchased Professional & Technical Services	612,000	544,578	89.0 %
Purchased Property Services			
0430 - Repairs & Maintenance Services	10,000	737	7.4 %
0441 - Rental of Land & Buildings	300,000	201,923	67.3 %
0442 - Rental of Equipment & Vehicles	2,500	1,376	55.0 %
0490 - Other Purchased Property Services	5,000	0	0.0 %
Total Purchased Property Services	317,500	204,036	64.3 %
Other Purchased Services			
0517 - Student Overnight Trips/Field Trips	0	53,402	0.0 %
0518 - Student Day Trips/Field Trips (includes Admission Charges)	40,000	39,044	97.6 %
0521 - Property Insurance	1,600	358	22.4 %
0522 - Liability Insurance	9,500	17,111	180.1 %
0530 - Communication (Telephone & Other)	29,999	30,149	100.5 %
0540 - Advertising	200,000	261,664	130.8 %
0561 - Tuition to Other LEAs Within the State	5,000	1,500	30.0 %
0580 - Travel/Per Diem	58,601	101,716	173.6 %
Total Other Purchased Services	344,700	504,944	146.5 %
Supplies & Materials			
0610 - General Supplies	148,750	113,526	76.3 %
0610-001 - Furniture and Fixtures (not capitalized)	25,000	4,901	19.6 %
0641 - Textbooks	15,000	6,273	41.8 %
0644 - Library Books	920	0	0.0 %
0650 - Supplies - Technology Related	200,000	296,950	148.5 %
0670 - Software	213,000	165,456	77.7 %
0680 - Maintenance Supplies and Materials	0	24	0.0 %
Total Supplies & Materials	602,670	587,130	97.4 %
Property			
0710 - Land and Site Improvements	0	47,956	0.0 %
Total Property	0	47,956	0.0 %
Debt Services & Miscellaneous			
0810 - Dues and Fees	26,000	21,559	82.9 %
Total Debt Services & Miscellaneous	26,000	21,559	82.9 %
Total Expenses	9,950,469	8,471,747	85.1 %
Total Net Income	913,760	1,786,003	195.5 %

Fraud Risk Assessment

Continued

*Total Points Earned: 375/395 *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?	X	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	X	5
b. Procurement?	X	5
c. Ethical behavior?	X	5
d. Reporting fraud and abuse?	X	5
e. Travel?	X	5
f. Credit/Purchasing cards (where applicable)?	X	5
g. Personal use of entity assets?	X	5
h. IT and computer security?	X	5
i. Cash receipting and deposits?	X	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	X	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	X	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	X	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 (training.auditor.utah.gov) within four years of term appointment/election date?	X	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?	X	20
7. Does the entity have or promote a fraud hotline?	X	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?	X	20

*Entity Name: Mountain Heights Academy

*Completed for Fiscal Year Ending: 2022

*Completion Date: _____

*CAO Name: DeLaina Tonks

*CFO Name: Royce Kimmons

*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.



Mountain Heights ACADEMY

Board Member Annual Commitment to Ethical Behavior

I understand that as a board member of Mountain Heights Academy 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: Gavin Hutchinson

Date

Signature _____

Board Member Name: Kari Malkovich

Date

Signature _____

Board Member Name: Royce Kimmons

Date

Signature _____

Board Member Name: Quinn Sutton

Date

Signature _____

Board Member Name: Wade Glathar

Date

Mountain Heights Academy
Ethics Policy
Adopted: September 9, 2013

Mountain Heights Academy (the “School”) adopts this policy to ensure that individuals associated with the School, including Board Members and employees, conduct themselves consistent with high standards of ethics and with applicable law.

Any allegation of a violation of this policy should be reported to the School’s Board of Directors in accordance with the School’s Staff Grievance Policy or Parent Grievance Policy, as applicable. The Board will ensure that all allegations of ethics violations are promptly investigated and that appropriate action is taken based on the results of the investigation.

No Board Member or School employee may violate Utah Code 76-8-105, which precludes the solicitation or receipt of a bribe.

No Board Member or School employee may violate the Utah Public Officers’ and Employees’ Ethics Act (Utah Code 67-16-1, et seq.), which, among other requirements, precludes Board Members and School employees from:

(a) accepting employment or engaging in any business or professional activity that he/she might reasonably expect would require or induce him/her to improperly disclose controlled information that he/she has gained by reason of his/her official position;

(b) disclosing or improperly using controlled, private, or protected information acquired by reason of his/her official position or in the course of official duties in order to further substantially his/her personal economic interest or to secure special privileges or exemptions for himself/herself or others;

(c) using or attempting to use his/her official position to:

(i) further substantially his/her personal economic interest; or

(ii) secure special privileges or exemptions for himself/herself or others;

(d) accepting other employment that he/she might expect would impair his/her independence of judgment in the performance of his/her public duties;

(e) accepting other employment that he/she might expect would interfere with the ethical performance of his/her public duties; or

(f) except as otherwise allowed in the law, knowingly receiving, accepting, taking, seeking, or soliciting, directly or indirectly for himself/herself or another a gift of substantial value or a substantial economic benefit tantamount to a gift:

(i) that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties;

(ii) that he/she knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding him/her for official action taken; or

(iii) if he/she recently has been, is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation, or loan and other relevant information has been made in the manner provided in Utah Code 67-16-6.

Licensed educators of the School must comply with Utah Educator Standards contained at R277-515-3 pertaining to the ethical conduct required of all licensed educators in the state of Utah.

**Mountain Heights Academy
Profit and Loss
FY22-23 Preliminary Budget**

	Year Ending 06/30/2021	Annual 06/30/2022	Annual 6/30/22	Year Ending 6/30/23	7/01/2021 - 4/30/22
	PY Actuals	CY Approved	CY Final Budget	22-23 Prelim Budget	CY Actuals YTD
Net Income					
Income					
Revenue From Local Sources	151,774	90,000	70,000	65,000	65,218
Revenue From State Sources	11,851,206	10,558,392	10,558,393	10,195,858	9,219,970
Revenue From Federal Sources	343,847	215,837	215,837	276,087	145,275
Total Income	12,346,827	10,864,229	10,844,230	10,536,945	9,430,463
Expenses					
Instruction/Salaries	5,979,585	5,812,086	5,931,518	6,225,588	
Employee Benefits	2,023,748	2,235,513	2,335,826	2,202,105	1,607,770
Purchased Prof & Tech Serv	545,035	612,000	646,000	677,000	499,553
Purchased Property Services	210,357	317,500	312,500	317,500	184,181
Other Purchased Services	215,688	344,700	541,800	410,290	464,391
Supplies & Materials	884,152	602,670	779,671	527,689	556,550
Property	33,022	0	48,000	0	47,956
Debt Services & Miscellaneous	19,038	26,000	26,000	26,000	21,405
Total Expenses	9,910,625	9,950,469	10,621,315	10,386,172	7,631,705
Total Net Income	2,436,202	913,760	222,915	150,773	1,798,758



May 3, 2022

Board of Directors
Mountain Heights Academy
9067 South 1300 West #204
West Jordan, UT 84088

The following represents our understanding of the services we will provide to Mountain Heights Academy (the School).

You have requested that we audit the governmental activities and each major fund of the School, as of June 30, 2022, and for the year then ended, and the related notes, which collectively comprise the School's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit 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 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.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) 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 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 (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

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

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, 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 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 internal control relevant to the audit 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 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 School's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and, if applicable, in accordance with *Government Auditing Standards* and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the School's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

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 basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance 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; and

- c. 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 basic financial statements 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 from whom we determine it necessary to obtain audit evidence.
- d. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- e. 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 basic financial statements as a whole; and
- f. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

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.

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.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare federal and state income tax returns, as requested.
- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will not assume management responsibilities on behalf of the School. The School's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The School's management is responsible 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) establishing and maintaining internal controls, including monitoring ongoing activities.

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. Our firm will advise the School with regard to tax positions taken in the preparation of the tax return, but the School must make all decisions with regard to those matters.

Reporting

We will issue a written report upon completion of our audit of the School's basic financial statements. Our report will be addressed to the governing body of the School. 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 opinions, add an emphasis-of-matter or other-matter paragraph(s), to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this 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.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Ken Jeppesen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on approximately July 25, 2022.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fees for the financial statement audit and state compliance procedures will be \$12,250. If a Single Audit is required, or Information Return Form 990 is requested to be completed, these fees will be billed separately. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the School's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

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 a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit and tax return preparation procedures are completed and a report issued and tax returns delivered, you will be billed for services to the date of termination. All bills are payable upon receipt. 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. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

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.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

At the conclusion of our audit engagement, we will communicate to board of directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

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.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Salt Lake City, Utah. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements and tax return that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit and tax return preparation. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Utah law. Any unresolved Dispute shall be submitted to a federal or state court located in Salt Lake City, Utah.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Kenneth D. Jeppesen
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the School by:

Name: _____

Title: _____

Date: _____

MHA Board of Directors

Section 5: Terms. Directors shall serve three (3) years from the date of their appointments, or until their successors are seated. A full three-year term shall be considered to have been served upon the passage of three (3) annual meetings. After election, the term of a Director may not be reduced, except for cause as specified in these bylaws. No Director shall serve more than three (3) consecutive, three-year terms. Directors shall take office immediately following the annual meeting at which their appointment is announced. Fulfilling an incomplete term is not considered part of the term limit. Directors shall serve staggered terms to balance continuity.

Board Member	Position	Term Start	Term Renewal 1	Term Renewal 2	Term End
Gavin Hutchinson	President	Oct-15	6/15/2018 - 3 year	6/18/21 - 3 year	6/30/24
Kari Malkovich	Vice President	Jan-19	6/18/21 - 3 year		6/30/24
Royce Kimmons	Financial Coordinator	Jul-19			6/30/22
Quinn Sutton	Secretary	Jul-21			6/30/24
Wade Glathar	Member	Jul-21			6/30/24

Charter School Board Building Officer: Whisper Rood
Budget Officer: Director
Audit Committee: President, Financial Coordinator
Finance Committee: President, Financial Coordinator, Academica West
Governance Committee: President, Vice President

Mountain Heights Academy
Responsible Use Policy for Technology Resources
Adopted: November 13, 2009
Amended: December 15, 2017
Amended: October 11, 2019
Renewed: June 12, 2020
Renewed: June 18, 2021

Mountain Heights Academy provides technology resources to its students and staff for educational and administrative purposes. The goal in providing these resources is to promote educational excellence within Mountain Heights Academy by facilitating resource sharing, innovation, and communication with the support and supervision of parents, teachers and support staff. Other appropriate educational uses of these resources include, but are not limited to, classroom-based projects and student works, college and career explorations, and high-quality, academically-enriching research. The use of these technology resources is a privilege, not a right.

With access to many different technology resources and people from all over the world, there comes the potential availability of material that may not be considered to be of educational value in the context of the school setting. Mountain Heights Academy firmly believes that the value of information, interaction, and research capabilities available (including, but not limited to, email, the Internet, and social media) outweighs the possibility that users may obtain material that is not consistent with the educational goals of Mountain Heights Academy.

Proper behavior, as it relates to the use of technology resources, is no different from proper behavior in all other aspects of Mountain Heights Academy activities. Recognizing the value of the Internet, Mountain Heights Academy supports teachers, students and all Mountain Heights Academy personnel being engaged in an online environment that allows them to discuss, collaborate, communicate, create, and share in a safe, ethical, and responsible manner. This expectation extends to all Mountain Heights Academy technology resources, as well as personal networks and devices inside and out of the school. This document is intended to clarify those expectations as they apply to technology resource usage and is consistent with Mountain Heights Academy policy.

Responsible Use

This Responsible Use Policy for Technology Resources is to prevent unauthorized access and other unlawful or improper activities by users online, prevent unauthorized disclosure or access to sensitive or confidential information, ensure responsible and appropriate use of its technology resources, and to comply with the [Child Internet Protection Act \(CIPA\)](#). As used in this policy, “user” includes anyone using Mountain Heights Academy technology resources, including

computers, courses, websites, Internet, email, chat rooms, wireless network, and other forms of direct electronic communications or equipment provided by Mountain Heights Academy. Only current students, employees, officers, volunteers, substitutes and authorized visitors of Mountain Heights Academy are permitted to use Mountain Heights Academy technology resources and network.

Students who are under 18 must have their parent(s) or guardian(s) authorize student use of Mountain Heights Academy technology resources and acknowledge compliance with this policy. Students who are 18 or older, as well as employees and other users, must acknowledge their compliance with this policy, either electronically online or by signing and returning a copy of the acknowledgment form provided below. **The absence of a signed acknowledgment does not excuse compliance with this policy. All users must follow this policy and report any misuses of Mountain Heights Academy technology resources to a teacher, supervisor, administrator, or appropriate Mountain Heights Academy personnel.** By using Mountain Heights Academy technology resources, users are held to have agreed to comply with this policy. If a user is uncertain about whether a particular use is acceptable or appropriate, he or she should consult Mountain Heights Academy personnel in advance of any questionable use.

Violation of computer use policies, rules, or agreements may result in the user's access being suspended or having access revoked for a period determined by Mountain Heights Academy administration, as well as additional disciplinary or corrective action.

The use of any technology resource (including, but not limited to, desktop computers, mobile devices, personal/Mountain Heights Academy devices, network-delivered services, the Internet, audio-visual equipment, digital content and social media) must support the educational goals of Mountain Heights Academy. Use must be authorized by a Mountain Heights Academy staff member and must lie within the bounds of Mountain Heights Academy curriculum and educational purpose.

When placing, removing, or restricting access to specific databases, the Internet or any other technology resource, school officials shall apply the same criteria for educational suitability used to evaluate all other educational resources.

Responsible uses of Mountain Heights Academy's network and technology include:

1. Searching for and accessing appropriate information and materials. The material you access through Mountain Heights Academy's network system should be for class assignments or for research on subjects similar to what you might study in a class or the school library.
2. Using school technology resources to do homework, write papers, and create presentations, videos and movies, and other creative projects. Make sure that the work

that you turn in is yours and do not plagiarize works that you find on the Internet.

Plagiarism is taking the ideas, graphics, or writings of others and presenting them as if they were yours without adequate and accurate citation.

3. Accessing social media sites is allowed only by permission as a part of a class assignment or project. Accessing social media for entertainment purposes is not allowed.
4. Taking appropriate photos & video with a Mountain Heights Academy or personal device of classroom or school activities or other public school areas is allowed and encouraged. Be sure to get permission from your teacher, the school, and each individual in a photo or video before posting or sharing online.
5. Respect the rights of copyright owners in your use of materials found on, disseminated through, or posted to the Internet. Copyright infringement occurs when you reproduce a work that is protected by a copyright without explicit permission from the copyright holder or outside the limitations of copyright law. Do not use peer-to-peer file sharing programs to download or share copyrighted movies, music, or games.
6. If you mistakenly access inappropriate information, you should immediately report this access to a teacher or an administrator. This will protect you against a claim that you have intentionally violated this policy.
7. Mountain Heights Academy has taken reasonable steps to restrict access to materials it considers harmful and to materials that do not support or conform to accepted educational objectives. These steps include Mountain Heights Academy installing filtering software & hardware to protect against access to inappropriate material in accordance with the [Children's Internet Protection Act \(CIPA\)](#). If you feel that the filtering software is blocking your access to an appropriate site, report this to your school librarian, computer lab coordinator, teacher, or an administrator.
8. Do not share your personal contact information with anyone you do not know and trust personally. This includes your full name, together with other information that would allow an individual to locate you, including your family name, your home address or location, your work address or location, or your phone number. You may disclose personal contact information to educational institutions, companies or other entities for college/career exploration purposes, or with specific staff approval.
9. Protect the personal contact information of others. You will not disclose names or any other private or personal information about other students. You will not forward a message that was sent to you privately without permission of the person who sent you the message.
10. You will promptly disclose to your teacher or other school staff any message you receive that is inappropriate or makes you feel uncomfortable. You should not delete such messages until instructed to do so by a staff member.
11. Your parents and authorized district personnel have the right to request to see the contents of your computer or device files at any time.

12. If you want or need to use a Web browser extension or add-on, please ask your teacher or local technology support person for permission to add or install it.
13. If you observe someone using school technology in an inappropriate manner, you will report it to an adult as soon as possible, even if it is done anonymously.

Individual(s) involved in any of the following will be subject to disciplinary or corrective action in accordance with applicable Mountain Heights Academy policy, handbooks, rules, and regulations:

1. Possessing, accessing, transmitting, copying, or creating material that violates the Student Code of Conduct, Mountain Heights Academy policy, student or employee handbooks, or Mountain Heights Academy rules and regulations, including but not limited to content that is inappropriate, illegal, copyrighted, pornographic or obscene, stolen, threatening, discriminatory, harassing, or offensive
2. Attempts to bypass or disable Mountain Heights Academy Internet filter, security systems or software
3. Attempts to access, alter, interfere with, damage, or change network configuration, security, passwords, or individual accounts of another without written permission from Mountain Heights Academy Technology Department
4. Any unauthorized attempts to circumvent passwords or obtain access to passwords or other security-related information
5. Disclosing any other user's password to others or allowing another individual to use another's system account
6. Attempts to upload, create, or transmit computer viruses
7. Attempts to access or install unlicensed, inappropriate, or unapproved software or technology
8. Attempts to alter, disconnect, destroy, hack, or disable Mountain Heights Academy computer equipment, mice, keyboards or other computer components, personal/Mountain Heights Academy devices, Mountain Heights Academy data, the data of others, or other networks connected to Mountain Heights Academy system, including while off school property
9. Plagiarism or use of Mountain Heights Academy technology resources to engage in academic dishonesty
10. Use of Mountain Heights Academy technology resources to access, create, send or post material that is obscene; child pornography; material that depicts, or describes in an offensive way, violence, nudity, sex, death, or bodily functions; material that has been designated as for adults only; material that promotes or advocates illegal activities; material that promotes the use of alcohol or tobacco, school cheating, or weapons; or material that advocates participation in hate groups or other potentially dangerous groups

11. Unauthorized use of any Mountain Heights Academy technology resource or Mountain Heights Academy device for non-educational purposes or outside the bounds of Mountain Heights Academy curriculum
12. Use of email, the Internet, or social media resources at school to engage in conduct that violates the Student Code of Conduct or threatens school safety
13. Use of Mountain Heights Academy technology resources, including email, the Internet or social media resources to threaten, harass, bully, retaliate, discriminate against other students, employees, or volunteers
14. Use of personal email, the Internet, or social media resources, without regard to whether it occurs on school property, to engage in conduct that involves a public school and contains the elements of the offense of terroristic threat or false alarm, or otherwise causes a substantial disruption to the educational environment
15. Violating or infringing upon the intellectual property, copyrighted or trademarked rights of another
16. Using Mountain Heights Academy's network system for personal or commercial purposes. You may not offer, provide, or purchase products or services without authorization through Mountain Heights Academy's network system.
17. Possessing, accessing or transmitting any material which is considered inappropriate or is in violation of any federal or state law is prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material, or material protected by trade secrets.

These are examples of inappropriate conduct that would violate this policy. Mountain Heights Academy reserves the right to take immediate disciplinary or corrective action against a user that engages in conduct that: (i) creates security or safety issues for Mountain Heights Academy, students, employees, schools, networks, or technology resources, or (ii) is determined to be inappropriate or inconsistent with Mountain Heights Academy policy or law.

Internet Safety

Mountain Heights Academy makes the Internet accessible in accordance with our mission to provide information resources and services to ensure that all users have free and open access to ideas and information. In this role, Mountain Heights Academy provides access to information resources available on the Internet. Mountain Heights Academy has no control over the information obtained through the Internet and cannot be held responsible for its content or accuracy. It may contain materials which some find offensive or inappropriate. All staff, students and other users access the Internet at their discretion.

In accordance with the federal [Children's Internet Protection Act \(CIPA\)](#), all desktop computers, laptops and personal/Mountain Heights Academy wireless devices, that utilize Mountain Heights Academy network, will be filtered by a centralized filtering appliance. This filtering appliance is

set to screen out sites which may reasonably be construed as obscene, as that term is defined in section 1460 of title 18, United States Code; or child pornography, as that term is defined in section 2256 of title 18, United States Code; or harmful to minors as defined in section 1703, Pub. L. 106-544. Mountain Heights Academy has the ability to monitor the online activities of students and staff through direct observation or technological means to ensure that students and staff are following the guidelines and policies set forth by Mountain Heights Academy.

Mountain Heights Academy Board Policy also prohibits harassment, bullying, retaliation, discrimination, and other conduct that creates a hostile working or educational environment for an individual. This prohibition extends to the use of Mountain Heights Academy's technology resources. If you ever feel that you are being harassed, bullied, retaliated or discriminated against, or otherwise being subjected to illegal or inappropriate conduct through Mountain Heights Academy's technology resources, you should immediately report it to Mountain Heights Academy.

As with any other technology resource, restriction of a child's use of the Internet is ultimately the responsibility of the parent/legal guardian, within the confines of the law. Parents who have objections to the Internet or other network-delivered services may assume responsibility for imposing restrictions only on their child(ren). Any parent wishing to restrict his/her child's access to such services must provide the school with this restriction in writing.

Mountain Heights Academy assumes no responsibility for damages, direct, or indirect, for the use of the Internet. This includes, but is not limited to, damage to Mountain Heights Academy or personally owned equipment caused by virus-laden material downloaded from any Internet site. Users should be aware that the Internet is not a secure medium. It is possible for third parties to obtain information regarding an individual user's search activities. Users should be very cautious about providing personal information over the Internet.

G Suite for Education

Mountain Heights Academy manages a G suite for education account for each student. Students will use their G Suite accounts to complete assignments, communicate with their teachers, sign into their Chromebooks, and learn 21st century digital citizenship skills. Please view the [G Suite for Education Privacy Notice](#) to review privacy practices specific to G Suite for Education.

Limitation of Liability

Mountain Heights Academy will not guarantee that the functions or services provided through Mountain Heights Academy's network service will be without error. Mountain Heights Academy will not be responsible for any damage you may suffer, including but not limited to loss of data, interruptions of service, or exposure to inappropriate material or people. Mountain Heights Academy will not be responsible for the accuracy or quality of the information obtained through

the system. Mountain Heights Academy will not be responsible for financial obligations arising from the unauthorized use of the system. Parents can be held financially responsible for any harm that may result from a student(s) intentional misuse of the system.

Signature Page

Mountain Heights Academy

Responsible Use Policy for Technology Resources

Student

I understand and will abide by the Responsible Use Policy for Technology Resources. Should I commit a violation, I understand that the consequences of my actions could include suspension of computer privileges, school disciplinary action, referral to law enforcement, or other appropriate and reasonable consequences.

Student Signature: _____

Date _____

Parent/Guardian

As the parent or guardian of this student, I have read the Responsible Use Policy for Technology Resources. I understand that computer access and digital resources are provided for educational purposes in keeping with the academic goals of Mountain Heights Academy and that student use for any other purpose is inappropriate. I recognize it is impossible for Mountain Heights Academy to restrict access to all controversial materials, and I will not hold the school responsible for materials acquired on any school devices or websites. I understand that children's computer activities at home should be supervised as they can affect the academic environment at school.

I give permission for my child to use computer/digital resources at Mountain Heights Academy.

Parent or Guardian's Name (please print) _____

Parent or Guardian's Signature _____

Date _____



Teacher and Student Success Act (TSSA) Plan
School Year: 2022 – 2023

School: Mountain Heights Academy

Date Board Student Success Framework Approved: June 17, 2022
Date Teacher and Student Success Act Plan Approved: June 17, 2022

General Information – In accordance with the Student Success Framework approved by the Board, the school's administration will create a Teacher and Student Success Plan designed to improve the school's performance under the state's accountability system (SBE staff have indicated that this means achieving at least a 1% increase from the previous year's overall score). The Plan's goals may align with the goals shown on the School Land Trust Plan. Schools must include at least one goal in the plan. Schools must solicit input on developing the plan from administrators, school level educators, parents, and the School Land Trust Council and may solicit input from students, support professionals, or other community stakeholders. The Plan must be submitted to the school's Board for approval. The Board will annually review the Plan submitted and use its best efforts to complete the approval process by June 30 each year. The School Land Trust council will select a component of the approved plan to address within the School Land Trust Plan.

Goals based on School Needs

1. Improve student success.
 - Students learn at least a year's worth of content in a year's time.
 - Students perform at grade level and demonstrate proficiency.
 - Students earn the requisite number of credits to graduate.
 - Students regularly monitor and track their own academic progress toward clearly established benchmarks and standards.
 - Annually ensure seniors are prepared for post-secondary opportunities.
2. Develop a robust, connected community.
 - To engage parents, families, and the broader community in the educational experience.
 - To provide a wide range of student-specific services.
3. Increase Open Educational Resource impact.
 - To amplify our OER voice to highlight what we are doing as a school at various conferences.
 - Institutional contribution to OER repository in the following content areas: i) Leadership OER, ii) Teacher Competency OER, iii) Instructional Design OER, and iv) Ed Tech OER
 - To ensure that our team is well-versed in understanding, identifying, finding, revising,

and publishing OER.

Measurement

1. Improve student success measurements:

- 40% of students will achieve adequate growth (40-50 CGP) on the MAP Growth Assessment in English, math and science.
- School-wide proficiency is higher in most state-mandated tested subjects compared to other statewide online LEAs.
- The school will achieve a minimum of 80% for the schoolwide course completion rate annually.
- 80% of students will graduate or complete a GED
- 75% of students will track their own academic progress by using their academic portfolio, by setting annual goals and working with SS and counselors during their CCR and throughout the year to achieve them.
- 90% of all students will meet annually during their College and Career Readiness appointment with counselor and post-secondary specialist (PSS) to review internship, scholarship, and career opportunities.
- 80% of students will indicate preparedness for post-high school in response to an exit survey.
- By 2023 the English Language Learning program will be articulated and implemented. This will include the development of a new position—ELL Coordinator.
- By 2024 Writing samples, report cards, and certificates will be added to Student Academic Profiles, allowing students and parents to have access to their academic progress at every level.
- By 2024 Develop a campaign to remind parents/guardians of how to use Student Academic Profiles to support their students.

2. Develop a robust, connected community measurements:

- 80% of parents review the Student Academic Profiles (SAP) provided to understand their child's academic progress.
- Provide three professional learning programs for teachers each year to promote implementation of evidence-based parent and family engagement strategies.
- Create quarterly opportunities for students and parents to improve relationships, knowledge, and communication.
- Provide a minimum of three different groups and mental health supports for students.
- Create five new opportunities where parents identify potential partnership, internship, and collaborative experiences available to our students.
- By 2023 develop proposals for grade level academically aligned extended field trips for students to support connected learning and engagement. Implement at least one grade level trip.
- By 2023 develop an online video tutorial library for parents on frequently asked questions.
- By 2024 implement one more academically aligned extended field trip for students to

support connected learning and engagement from the 2023 proposal.

- By 2024 research and implement new newsletter integrated technologies to support better reach, grade level targeting, searchable content, and attachable flyers.

3. Increase OER impact measurements:

- 100% of staff who attend will identify and implement one new method/artifact/best practice per conference and will have an opportunity to share their best practice with their department, grade band, or full faculty depending on relevance.
- OER contributions published in OER Commons in all four designated content areas.
- Provide a required annual professional development opportunity to train teachers in the use of OER
- By 2023, we will have 8 published OER contributions in each of the four designated content areas.
- By 2024, we will have 10 published OER contributions in each of the four designated content areas.

Action Steps

- Audition and train teachers well
- Keep student to staff ratio manageable
- Track meaningful communication
- Formalize texting calendar from counseling
- Train staff on MAP processes, including use, best practices, and reports
- Full implementation and roll-out of initial student testing using MAP for English, Math, and Science content
- Analysis of testing data and implementation process complete. Use results to make any needed adjustments to the secondary test assessments.
- Implement 2nd testing of students using MAP in English, Math, and Science
- Report and Analysis of Student Performance/Growth on MAP assessments complete.
- Report and Analysis of proficiency and comparison to other statewide online LEAs completed each summer.
- Parent column in school newsletter
- Formalized accountability for online counseling groups
- Calendar two opportunities for parent engagement with activity coordinator
- Requirements of parents as a part of student program (PBIS program)
- Gather Gather input from parent focus group/survey
- Identify most relevant conferences to attend for board PD approval
- Submit OER-centric proposals
- Identify staff w/skills to present on presentation topic and who need to present as part of their OER PD plan.
- Train/review presentation
- Create tracking doc for notes at conferences
- Communicate expectations to share what they attendees with departments/school.
- Determine key messaging points for each set of stakeholders
- Identify one opportunity annually to highlight OER for each audience
- Plan legislative PD for OER during school year

- Track usage in OER Commons and from our sites.
- Develop data metrics that will help us understand reach and impact, such as gauging the number of people who attend our presentation sessions.

Budget

15% of the TSSA fund will be used for professional learning activities.

20% of the TSSA funds will be used for community partnership and support programs.

60% of the TSSA funds will be used for augmentation of existing programs.

5% of the TSSA funds will be used for implementation of additional communication systems.

NOTES: According to statute, administration needs to annually submit to the LEA Board a description of (1) budgeted and actual expenditures of the Plan, (2) how the expenditures relate to the school's Plan, and (3) how the school measures the success of the school's participation in the program. The above sample plan fulfills these requirements.

The school must post on its website (a) the approved Plan, (b) a description of the school's allocation budget and actual expenditures, (c) a summary of how the expenditures help the school accomplish the plan, and (d) the school's current level of performance.

**Objective:**

To create an opportunity for 24 students to expand their academic and social horizons, interact with students from other states, and learn more about how democracy works, current issues firsthand, and our nation's history. In order to meet these objectives, we propose providing a school-based scholarship for those who are selected.

Background:

In 2012-2013, Mountain Heights Academy was invited to take 12 students to a CloseUp week-long program that was fully funded by Allstate insurance. Since that time, the school has been interested in participating again, but the student enrollment did not support taking a group of 25 10-12 grade students. However, as we have grown over the past couple of years, we currently have around 600 10-12 grade students, which is enough to warrant a school trip to DC. Our 2022 participation with 24 student attendees was a success. The students in attendance found the trip a very valuable learning experience.

"Close Up is a non-profit and non-partisan organization that believes a strong democracy requires active and informed participation by all citizens. Therefore, we seek to serve young people from all communities and backgrounds, regardless of race, religion, gender, socioeconomic level, or academic standing. Since 1971, over 900,000 students, teachers, and parents have participated in Close Up's Washington, DC-based programs.

Our issue-centric, nonpartisan curriculum is designed to provide participants with a stronger understanding of government institutions, history, current issues, and their roles as citizens.

Close Up fulfills its mission through a variety of local and Washington, DC-based programs, [professional development for educators](#), and [classroom resources](#).

The goal of Close Up is to engage and inspire every person to find their voice and to help young people develop critical skills for tackling the challenges and opportunities of the 21st century."

2022 Student Experience Feedback:

- [Padlet](#) (the password to access this Padlet is Washington)
- [Student Survey Results](#)

Proposal:

We would like to offer a +/- \$2600 "scholarship" to each of 24 students and two staff selected to attend the Washington DC Close Up program for a total of \$67,600.

Process: Students need to meet each criterion in order to apply.

- 10-12 grade student
- 3.2 cumulative GPA or above
- Passing all classes at the time of application through the dates of the trip
- No behavior warnings or contracts (truancy, cheating/plagiarism, inappropriate use of tech)
- Mountain Heights Academy must be the school of primary enrollment
- May only be eligible if they have completed a minimum of one full-time semester at the school

Students meeting the above criteria will complete an application including a one-and-a-half to two-page (five-paragraph) essay or create a 5-minute video on why they would benefit from attending the CloseUp Washington DC program and how

they can benefit others as a result. A committee will review applications and select students based on criteria met and quality of their essay/video sample.

Potential civic/service projects:

- Pre-trip workshops to familiarize students with debate protocol as well as political issues they might come into contact with. Including working with local or state politicians and learning about local political issues.
- Photo documentation of the trip (monuments, Smithsonian items, etc.) to create an OER DC student guide
- Create a resolution to support OER to deliver to the Utah delegation
- Deliver an OER brochure/presentation about intentional online learning and its benefits. Contrast “crisis schooling” which is what a lot of people think all online education is.



1. Customer Information

Customer Legal Name: Mountain Heights Academy	Contact Person: Sarah Weston
Address: 9067 S 1300th W, Ste 204, Santa Clara, Utah 84088, United States	Email: sweston@mountainheightsacademy.org

2. Initial Service Term

Effective Date: June 20, 2022	Days of Early Access: 60
Initial Service Term Start Date: August 19, 2022	Contract Length: 12 Months
Initial Service Term End Date: August 18, 2023	Offer Expiration Date: May 20, 2022

Note: After the Initial Service Term, this Order Form (and Services to be provided and Fees to be paid hereunder) will automatically renew and remain in effect until terminated in accordance with the Terms.

3. Service:

License Type	Description	Initial Users	PUPM*	Total
Core Licenses	Performance Management OKRs & Goals	130	\$8.26	\$12,870.00
Total Contract Value				\$12,870.00

4. Billing & Special Terms

Billing Frequency	Quarterly
Payment Terms	Net 30
Special Terms:	<p>Customer may increase Authorized Users by adding users directly in the Lattice online account. Customer will be billed for incremental Authorized Users based on the Per User pricing listed above, prorated to the end of the Service Term.</p> <p>*The Per User Per Month price on this order includes a 25% discount.</p> <p>Early access: Customer may access the Service as of the Effective Date June 20, 2022 at no cost for a period of 60 days.</p>

The following are included:

- Implementation: Customer will be assigned a member of our Customer Experience team to project manage the Implementation program. Includes 1 hour call per week for product training, configuration guidance, and employee training (optional). Typical program length: 6-12 weeks. Team operates in US and UK time zones.
- Assigned Customer Success Manager for ongoing product consultation and business reviews. Customer Success Managers operate in US and UK time zones.
- Access to chat and email support through Lattice Customer Care team. Customer Care team operates in US and UK time zones.
- Ability to sign up for Admin Office Hours to ask questions live with a product specialist
- Monthly product and best practices webinars
- Self service resources including our Help Center, Change Management Hub, and Lattice University video tutorials

By the signature of each party's representative below: (i) the Customer identified above ("Customer" or "you") hereby subscribes to the Service(s) indicated above, subject to the Terms of Service. If the Terms of Service was previously negotiated between the Parties, it will apply to the Services listed above. All other Services are subject to the Online Terms of Service, linked: <https://lattice.com/terms> (the "Terms"). Customer and Degree, Inc. (d/b/a Lattice) ("Company") hereby agree to be bound by the Terms, and this Order Form is hereby incorporated into the Terms. Lattice's address is 360 Spear St, Floor 4, San Francisco, CA 94105.

DEGREE, INC. (d/b/a Lattice)

Mountain Heights Academy

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

TERMS OF SERVICE

These Terms of Service (the “**Terms**”) constitute an agreement governing the use of the Service (defined below) provided by Degree, Inc., a Delaware corporation (d/b/a Lattice), to the organization identified in the applicable Order Form (defined below). The terms of each Order Form are incorporated herein such that the Terms and each Order Form should be construed as a single agreement. In these Terms, references to “Company,” “we,” “us,” and “our” refer to Degree, Inc.; “you,” “your,” and “ours” refer to the organization identified as the Customer in the applicable Order Form; and references to the “**Service**” refer to the online software as a service and supporting services subscribed to by you and made available by us, as described in the Order Form. We and you are each sometimes referred to herein as a “**party**.”

1. ACCESS AND PROVISION OF THE SERVICE

1.1 **Subscription.** Access to the Service is purchased on a subscription basis by a written order form describing the Service to be provided and signed by both parties, or in another manner agreed by the parties (in each case, an “**Order Form**”). Subject to these Terms, we hereby grant you a non-exclusive, non-sublicensable, non-transferable (except as provided herein) license, during the Term (defined below), to access and use the Service solely for your internal business purposes and in accordance with any Service documentation or product feature descriptions made available to you by us in tangible or electronic format (collectively “**Documentation**”).

1.2 **Affiliates.** Each Order Form and these Terms are entered into for the benefit of the Customer and its Affiliates. Customer’s Affiliates are entitled to use the Services subject always to their compliance with these Terms. Customer retains ultimate liability for the acts and omissions of its Affiliates in relation to the Services and these Terms, including but not limited to payment obligations hereunder and for the distribution of content submitted or processed through the Customer’s account by its Affiliates, including but not limited to Customer Content. For the purposes of these Terms, “**Affiliate**” of a party means any entity that the party directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity or has the power to direct the management of any policies of the subject entity. Any legal entity will be considered a party’s Affiliate as long as that interest or control is maintained.

1.3 **Administrative User.** With respect to each Order Form, you will have registered with the Service and will identify an administrative contact, including username and password, for your account. You are required to maintain and promptly update all information provided by you during your registration process, and any other information you provide to us, so that it remains true, accurate, up-to-date and complete at all times. You represent and warrant that all such information provided by you is true, accurate and complete at the time it is provided.

1.4 **Authorized Users.** For purposes of these Terms, “**Authorized User**” means each of your employees, contractors and other individuals whom you identify to us by name as being authorized to use the Service on your behalf. A unique username and password will be provided for each Authorized User to enable such Authorized User to access the Service on your behalf in accordance with these Terms. We reserve the right to change or update such usernames and passwords in our sole discretion from time to time. Each such username and password may not be shared and may only be used to access the Service during one (1) concurrent login session. You (a) will provide us with information and other assistance as reasonably necessary to enable us to establish such usernames and passwords; (b) will verify all requests for such usernames and passwords; (c) are responsible for maintaining the confidentiality of all such usernames and passwords; (d) are solely responsible for all activities that occur under such usernames and for Authorized Users’ compliance with these Terms and any Order Forms; and (e) will notify us promptly of any actual or suspected unauthorized use of your account or such usernames or passwords, or any other breach or suspected breach of these Terms.

1.5 **Technical Support.** Subject to the terms hereof, we will use commercially reasonable efforts to make the Service available to you on a 24 by 7 basis in accordance our maintenance and support practices, as may be updated by us from time to time (*see* <https://lattice.com/sla>).

1.6 **Updates.** We reserve the right to update, upgrade or otherwise modify the Service at any time and

with or without notice; provided, however, we will provide advance notice of anticipated downtime when possible. We may suspend provision of the Service, at any time with reasonable notice (except in emergency cases relating to security or adverse impacts on the Service), for security or maintenance purposes or as required by applicable law. We will use commercially reasonable efforts to minimize the duration of any such suspension.

1.7 **Third-Party Services.** The Service may allow you to connect to or otherwise interact with one or more third-party service providers (for example, a human resources information system) for purposes permitted by the Service. Such access may be implemented, suspended or terminated by us from time to time in our sole discretion. It is your sole responsibility to enter into and maintain any agreement between you and any such third party for the provision of their services to you or otherwise, and we are not hereby made a party to such agreement. To the extent you or your representatives or Authorized Users use the Service to transmit any Customer Content (defined below) to any such third party, you direct and authorize us to provide such Customer Content to such third party. To the extent you or your representatives or Authorized Users use the Service to connect or otherwise interact with any such third party, or have identified or designated any such third party as your third-party service provider, you authorize us to allow such third party to access your Customer Content as necessary for us to provide the Service to you. You acknowledge and agree that such third parties are not our agents, that we are not responsible for their services, compliance, actions or omissions or for their maintenance or treatment of your Customer Content, that we will not be liable for and specifically disclaim liability for any damage or loss caused thereby, that access to such third party via the Service does not imply any endorsement by us, and that any of your Customer Content submitted to such third parties via the Service will be governed by your agreement (if any) with such third party. We are not responsible for any disclosure, modification or deletion of Customer Content resulting from access by such third party.

1.8 **Privacy Compliance and Information Security.** Each party's performance hereunder will be in compliance with such party's privacy policy and all applicable privacy laws (including without limitation, as applicable, United States, Canada and European Economic Area), rules and regulations. Personal information transmitted, entered or otherwise uploaded by you and your Authorized Users to the Service will be processed in accordance with our Privacy Policy available at <https://lattice.com/privacy/policy>, Data Processing Addendum ("DPA") available at <https://lattice.com/privacy/data-processing-addendum>, and all applicable laws. Our DPA is hereby incorporated by reference and forms an integral part of these Terms. We will maintain appropriate administrative, technical, and procedural safeguards designed to protect the security, confidentiality and integrity of all Customer Content ("Security Measures"). Our Security Measures will include, but will not be limited to, measures designed to prevent unauthorized access to or, disclosure of Customer Content (other than by you or your Authorized Users). A detailed but non-exhaustive list of our current Security Measures is available here: <https://lattice.com/privacy/security-measures>.

2. OWNERSHIP

2.1 **Company Properties.** As between you and us, the Service and the software that operates the Service ("Software") and all content therein (excluding Customer Content, defined below) (collectively, the "Company Properties"), any all and all modifications, enhancements, upgrades and updates thereto, and all copyrights, trademarks, service marks, trade secrets, patents and other intellectual property rights therein (registered or unregistered), are the exclusive property of us and our suppliers. All rights in and to Company Properties not expressly granted to you in these Terms are reserved by us and our suppliers. You will not copy, transmit, transfer, modify or create derivative works of the Company Properties, and will not reverse engineer, reverse compile, reverse assemble or otherwise determine or derive source code of the Company Properties.

2.2 **Customer Content.** As between you and us, you are the owner of the content, information, and other data uploaded by you to the Service or Software, or otherwise transmitted by you or your representatives or third-party service providers in connection with your use of the Service (collectively, "Customer Content"). You hereby grant us a non-exclusive, worldwide, royalty-free and fully paid license, during the Term, to use the Customer Content as necessary for the purpose of providing the Service to you. You shall be responsible for the accuracy, quality and legality of Customer Content, the means by which you acquired Customer Content, your use of Customer

Content with the Service and your interoperation of any Customer Content with the Service.

2.3 **Anonymized, Aggregated Data.** We automatically collect certain usage data and information generated by or submitted or uploaded to the Service relating to certain user actions taken in the platform, such as the number of times users access or use certain Service features such as the number of reviews, evaluations, or goals completed by an Authorized User. We process such data for the purpose of generating anonymized, aggregated statistical data. Such anonymized, aggregated statistical is used for benchmarking purposes and to improve our products and services. Such data does not contain any text narrative which is or was part of Customer Content, Customer Confidential Information, or data or information that can be used to identify Customer, an Authorized User, or any individual.

2.4 **License to Use Feedback.** You grant us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into our services any suggestion, enhancement request, recommendation, correction or other feedback provided by you or your Authorized Users relating to the operation of the Company or the Service.

3. TERM AND TERMINATION

3.1 **Term.** The duration of the Service subscription term of each Order Form is the Service Term. The “**Effective Date**” means the Effective Date specified on the Order Form or the date the Order Form was entered. The “**Initial Service Term**” means the Initial Service Term specified in the Order Form or the period from the Effective Date through the expiration of the Initial Service Term. Unless sooner terminated as provided in this Section 3, these Terms will be effective beginning on the Effective Date and remain in effect for the combined duration of the Initial Service Term and any subsequent Service Term (each a “**Renewal Term**”), such that these Terms are coterminous with the natural expiration or earlier termination of the latest Order Form. The Initial Service Term collectively with each Renewal Term is the “**Term**”.

3.2 **Renewal.** Unless otherwise stated on the applicable Order Form, upon the expiration of each Order Form, it will automatically renew for a consecutive Renewal Term. Either party may terminate such Order Form by giving the other party written notice of such termination at least thirty (30) days prior to the end of the then-current Initial Service Term or Renewal Term, in which case such termination will be effective at the end of such Initial Service Term or Renewal Term.

3.3 **Termination for Breach.** Either party may terminate these Terms or any Order Form if the other party materially breaches these Terms and fails to cure such breach within thirty (30) days after it receives written notice of such breach. A material breach includes, without limitation, a failure to make a full and timely payment (not disputed in good faith), or a commission of any of the acts contemplated in Section 4.1. If you terminate these Terms or an Order Form due to Lattice’s breach, any related prepaid Fees for Services not yet provided will be refunded to you.

3.4 **Effect of Termination.** Sections 2 (Ownership), 3 (Term and Termination), 5 (Confidentiality), 6 (Payment of Fees) (with respect to Fees accrued prior to termination), 7 (Warranties and Disclaimer), 8 (Indemnification), 9 (Limitation of Liability), 10 (Dispute Resolution), and 11 (General) will survive any termination of these Terms. Termination of these Terms with respect to one Order Form does not terminate these Terms with respect to any other Order Form.

3.5 **Return and Deletion of Customer Content.** You may request the return of your respective Customer Content at any time (to the extent such data has not been deleted by you or by us in accordance with our data deletion policy). A downloadable file will be made available to you upon request or upon the termination or expiration of your subscription to the Service. After effective termination or expiration of your subscription to the Service, Customer Content is retained in inactive status for six months, after which it is securely and permanently deleted. Without limiting the ability for you to request the return of your Customer Content, we reserve the right to

reduce the number of days we retain such data after termination or expiration of your subscription to the Service.

4. CUSTOMER RESPONSIBILITIES

4.1 **Use Restrictions.** You will not, and will not permit any Authorized User to: (a) permit any person or entity to access the Service, other than Authorized Users to the extent authorized under these Terms; (b) use the Service except in accordance with these Terms, the Documentation and applicable law; (c) modify, adapt, alter, copy or translate the Service; (d) sell, resell, license, distribute, rent or lease the Service, or include the Service in a service bureau or outsourcing offering; (e) use the Service to store or transmit any “viruses,” “worms,” “Trojan horses,” “e-mail bombs,” “cancelbots” or other harmful computer code, files, scripts, agents or programs; (f) use the Service to store or transmit deceptive, infringing, defamatory or otherwise unlawful or tortious materials, or to store or transmit material in violation of third-party privacy or other rights; (g) access the Service in order to build a competitive product or service; (h) interfere with or disrupt the integrity or performance of the Company Properties; or (i) attempt to gain unauthorized access to the Company Properties.

4.2 **Required Equipment.** You are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to the Internet in order to access or otherwise use the Service, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “**Equipment**”), excluding the equipment and technology necessary for us to host and make the Service available to you. You are responsible for maintaining the security of the Equipment.

4.3 **Export Compliance.** You represent that you are not named on any United States government denied-party list. You agree not to export, re-export, or transfer, directly or indirectly, any technical data acquired from us, or any products utilizing such data, in violation of United States export laws or regulations. You will not permit any Authorized User to access or use the Service (i) if such person is a resident of a country embargoed by the United States, (ii) if such person is a person or entity blocked or denied by the United States government, or (iii) otherwise in violation of United States export laws or regulations.

5. CONFIDENTIALITY

5.1 **Definition.** Each party may have access to the other party’s information, which will be deemed “**Confidential Information**” if identified as such by the disclosing party or if the information by its nature is normally and reasonably considered confidential, such as information regarding product, methodology, research, customers, business partners, business plans and any information that provides a competitive advantage. Your Confidential Information includes Customer Content; Confidential Information of the Company includes all non-public aspects of the Service and these Terms and all Order Forms (including pricing).

5.2 **Standard of Care.** The receiving party will use the same degree of care as it uses to protect its own Confidential Information of a like nature, but not less than a reasonable degree of care, to (a) prevent use or copying of the disclosing party’s Confidential Information for any purpose other than to perform its obligations or exercise its rights as provided under these Terms, and (b) prevent disclosure of the disclosing party’s Confidential Information other than to its employees (or agents bound by similar confidentiality obligations) with a need to access the Confidential Information for purposes consistent with these Terms. Confidential Information will remain the property of the disclosing party and will be returned or (along with all copies) destroyed upon request, at which time the receiving party will provide to the disclosing party a written certification of such return or destruction. Without limiting any other provision of these Terms, with respect to its obligations under this Section 5, the receiving party will be responsible for the acts and omissions of its employees, contractors and agents to the same extent as if those acts and omissions were those of the receiving party.

5.3 **Exceptions.** Information will not be deemed Confidential Information hereunder if it: (i) it is information that becomes generally known to the public through no fault of the receiving party, its affiliates or their

agents or representatives; (ii) is or becomes known to the receiving party without restriction from a third party other than as a result of breach of contract or wrongful or tortious act; or (iii) is independently developed by the receiving party without reference to or reliance on the disclosing party's Confidential Information. Confidential Information may be disclosed to the extent required by applicable law, provided the disclosing party is given reasonable advance notice of such disclosure.

6. PAYMENT OF FEES

6.1 **Fees.** You will pay us the fees set forth in the applicable Order Form (other than fees disputed in good faith) in accordance with the terms therein (the "**Fees**"). Fees are nonrefundable except as expressly provided herein. Any Fees per Authorized User will apply with respect to the initial number of Authorized Users identified in the Order Form, plus any additional actual Authorized Users (on a prorated basis based on when such additional Authorized Users are added). With respect to any Order Form, we may increase the Fees in effect at the start of any Renewal Term by giving you at least forty-five (45) days advance written notice of such increase. Fees will not be increased more than five percent (5%) above our list price (exclusive of discounts) for the same products or services in the previous Order Form term.

6.2 **Payment.** If you pay your Fees by credit card, you hereby authorize us and our third-party payment service providers to collect all due and payable Fees using the credit card or other payment method you provide to us, and you must keep the payment method and other billing information you provide to us current at all times; any change in such method or information will not affect charges we submit via the prior payment method and information before we reasonably could act on the change. All invoices, fees and any other applicable charges are due and payable to us within thirty (30) days after the date of our applicable invoice. All Fees and other amounts are payable in United States Dollars.

6.3 **Late Payments.** If you fail to make payments (not disputed in good faith) when due under these Terms, and after continued non-payment for a period of fifteen (15) days after we provide you with written notice and an opportunity to cure, we may suspend provision of the Service until payment is received and may charge you the overdue amount together with our costs incurred in collecting such payment. As a nonexclusive remedy, we are entitled to withhold performance and suspend provision of the Service until all undisputed amounts due are paid in full. In the unlikely event our collections efforts are unsuccessful, and we are required to obtain a third party or parties to collect Fees not reasonably disputed in good faith, you agree to incur the reasonable costs associated with such third-party collections efforts.

6.4 **Taxes.** Fees do not include any taxes, levies, duties, export or import fees, or other governmental assessments of any nature, including but not limited to value-added sales, use or withholding taxes, imposed or assessed by any jurisdiction (collectively, "**Taxes**"). You are responsible for the payment of all applicable Taxes (other than Taxes assessable against us based on our income, property, franchise or employment) associated with your subscription to the Service. You agree to cooperate with us and provide us with timely and accurate information as may be required for the calculation and withholding of applicable Taxes. If we have a legal obligation to collect and remit Taxes for which you are responsible, we will invoice you and you will pay us that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. WARRANTIES AND DISCLAIMER

7.1 Each party represents that it has validity entered into these Terms and any resulting agreement and are not subject to any agreements that conflict with the undertakings provided hereunder.

7.2 We hereby warrant that during the Term:

- a. we own, or otherwise properly license, the Software, and the Service, and have the full power and authority, required to use, publish, transfer, and/or license any and all rights and interests in and to the Software and Service to you;

- b. we shall provide and perform all Software and Service in a professional and workmanlike manner in accordance with prevailing industry standard and practices for similar enterprise software as a service; and
- c. all Software, Service, Company Properties, and any other content provided to you under these Terms shall comply with applicable law.

7.3 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SERVICE AND ALL COMPANY PROPERTIES ARE PROVIDED “AS IS,” AND NEITHER PARTY MAKES AND WE SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

7.4 You hereby warrant that:

- a. you own, or otherwise properly license, the Customer Content; and
- b. the Customer Content provided to us under these Terms shall comply with any applicable law.

8. INDEMNIFICATION

8.1 **By Us.** We will defend, indemnify, and hold harmless you and your officers, directors, employees and agents from and against all claims, damages, losses and external expenses (including reasonable attorneys’ fees) arising out of any claim by any third party to the extent such claim:

- a. alleges that the Service or Software (in each case as made available to you for use in accordance with these Terms) infringes or misappropriates any such third party’s intellectual property rights, under the Uniform Trade Secrets Act, U.S. patent, copyright, trademark or other applicable intellectual property law. Notwithstanding the foregoing, we will have no obligation under this paragraph and will not otherwise be liable to the extent the claim is based on: (i) use of the Service or Software in combination with any hardware, software, data, content, or other component not provided by us (other than Equipment required for use of the Service or Software as permitted hereunder); (ii) Customer Content; or (iii) use of the Service or Software other than in accordance with these Terms and the Documentation; or
- b. is based on or alleges our violation of applicable laws.

8.2 **By You.** You will defend, indemnify and hold harmless us and our officers, directors, employees and agents from and against all claims, damages, losses and external expenses (including reasonable attorneys’ fees) arising out of any claim by any third party to the extent such claim is based on or related to your use of the Service in violation of these Terms, your Customer Content, or your violation of applicable law or the rights of any third party.

8.3 **Procedures.** The person or entity seeking indemnification hereunder (the “**Indemnified Person**”) will provide detailed written notice to the indemnifying party promptly after learning of the claim, and the indemnifying party will not be obligated to indemnify only to the extent it is materially prejudiced by any delay in such notice. The indemnifying party will have the right to assume control of the defense and settlement of the claim (provided that the prior, written agreement of the Indemnified Person will be required in order to enter into any settlement or compromise that does not include a full release of the Indemnified Person or that requires any payment

or admission of wrongdoing by the Indemnified Person), in which case the Indemnified Person (i) will provide reasonable assistance at the indemnifying party's reasonable expense and (ii) may employ counsel at its own expense. If we believe our intellectual property is or may become the subject of a claim of infringement or misappropriation, we may, at our option and expense, procure for the right to use the intellectual property, or modify or replace the intellectual property to make it non-infringing and functionally equivalent. If we reasonably conclude that neither of these alternatives is reasonably available, we may require the return or destruction of its intellectual property upon written request and the termination of these Terms to the extent performance is based upon or involves the use of such intellectual property, in which case you would be entitled to a refund of any prepaid fees for the period after termination.

9. LIMITATION OF LIABILITY

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, USE OR PROFIT, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY YOU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE INITIAL EVENT CAUSING OR RESULTING IN SUCH LIABILITY. REGULATIONS AND JUDICIAL PRECEDENT IN CERTAIN STATES LIMIT THE MAXIMUM AMOUNT THAT DAMAGES CAN BE LIMITED BY OPERATION OF CONTRACT. IF UNDER SUCH CIRCUMSTANCES, THE FOREGOING LIMITATION OF LIABILITY IS DEEMED INEFFECTIVE AS A MATTER OF LAW, IT SHOULD INSTEAD BE CONSTRUED TO LIMIT LIABILITY TO THE MINIMUM AMOUNT THAT WOULD BE CONSISTENT WITH SUCH LAWS OR PRECEDENT WHILE STILL GIVING EFFECT TO THE INTENTION OF THIS CLAUSE.

10. DISPUTE RESOLUTION

10.1 Arbitration. The parties will attempt in good faith to resolve any dispute arising out of or relating to the Service or these Terms by negotiation. Any such dispute not so resolved will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (except to the extent that such rules are inconsistent with the provisions set forth herein). Such dispute will be heard in San Francisco County, California, by one neutral arbitrator. The arbitrator(s) will have the authority to award compensatory damages only, and will not have the authority to consolidate actions or claims. The award rendered by the arbitrator(s) will be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof. Notwithstanding any other provision herein, any demand by a party for arbitration must be made in writing to the other party within the period prescribed by the state or federal statute of limitations applicable to the claim upon which the demand is based. If demand is made after such period, the claim will be void and deemed waived. The existence, conduct and content of such arbitration will be kept confidential, and neither party will disclose the same to any person other than its attorneys, auditors, financial advisors, assignees or potential assignees, except as may be required by law or governmental authority or for financial reporting purposes.

10.2 Limitations Period. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms or the use of the Service must be filed or otherwise commenced within two (2) years after such claim or cause of action arose or be forever barred.

10.3 Injunctive Relief. Notwithstanding any other provision hereof, either party may seek to enforce its rights hereunder with respect to the protection of its Confidential Information or intellectual property through temporary or permanent injunctive relief, which will be in addition to any other available relief and which will not require a bond or security. Each party acknowledges that any breach by a party of its obligations hereunder with

respect to the Confidential Information or intellectual property rights of the other party might constitute immediate, irreparable harm to such other party for which monetary damages would be an inadequate remedy.

11. GENERAL

11.1 **Notice.** All notices and other communications given or made pursuant to these Terms will be in writing and will be deemed effectively given upon the earliest of (i) actual receipt, (ii) personal delivery to the recipient, or (iii) any of the following if addressed to the recipient as set forth below: (a) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. For purposes hereof, each recipient's address and email address will be as set forth in the Order Form (or, with respect to your addresses, as provided by you during registration or onboarding with the Service), as such contact information may be subsequently modified by the recipient by written notice given in accordance with this paragraph. We may provide notices to you using the electronic messaging system included in the Service, in which case such notice will be deemed given when sent, if sent during your normal business hours, and if not sent during such normal business hours, then on your next business day.

11.2 **Assignment.** Neither party may assign or otherwise transfer these Terms or any rights or obligations hereunder without the written consent of the other party, except that either party may, without such consent, assign or transfer these Terms to an Affiliate or a purchaser of all substantially all of its assets or to a successor organization by merger, consolidation, change of control, conversion or otherwise. These Terms are binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

11.3 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond such party's reasonable control, including pandemic, weather, fire, floods, pandemic, labor disputes, riots or civil disturbances, acts of government, and acts of war or terrorism, provided that, in every case, the delay or failure to perform is beyond the control and without the fault or negligence of the party claiming excusable delay and that such party cures the breach as soon as possible after the occurrence of the unforeseen event.

11.4 **Governing Law.** These Terms and any action related thereto will be governed and interpreted by and under the laws of the State of California, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

11.5 **Public Announcements.** You grant us the right to use your name, logo, trademarks and/or trade names in press releases, webpages, product brochures and financial reports indicating that you are a customer of ours. All other public statements or releases will require the mutual consent of the parties.

11.6 **Relationship of Parties.** Neither these Terms nor the cooperation of the parties contemplated under these Terms will be deemed or construed to create any partnership, joint venture or agency relationship between the parties. Neither party is, nor will either party hold itself out to be, vested with any power or right to bind the other party contractually or act on behalf of the other party as a broker, agent or otherwise.

11.7 **Waiver.** Any provision of these Terms may be waived only in a writing signed by the party to be bound thereby. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.8 **Severability.** If any provision of these Terms is, for any reason, held to be invalid, illegal, or unenforceable, the other provisions of these Terms will remain enforceable, and the invalid or unenforceable provision

will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11.9 **Entire Agreement** These Terms (including any Order Form incorporated herein) and its exhibits and attachments constitute the entire agreement of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous communications, understandings and agreements, oral or written, relating to such subject matter.

11.10 **Construction.** These Terms will be construed as a whole, according to its fair meaning, and not in favor of or against any party. Headings are used for reference purposes only and should be ignored in the interpretation of these Terms. All pronouns will be interpreted to refer to the masculine, feminine or neutral gender as appropriate. Whenever the words “include,” “includes” or “including” are used in these Terms, they will be deemed to be followed by the words “without limitation.”

11.11 **Amendments.** No amendment of these Terms will be effective unless contained in a written agreement signed by both parties that specifically purports to amend these Terms.

**CUSTOMER INFORMATION**

Customer (Legal) Name: Mountain Heights Academy

Billing Address: 9067 S 1300 W
Suite 204
West Jordan, Utah 84088
United States
Phone: (801) 725-0326
Email: sweston@mountainheightsacademy.org

Billing Contact: Sarah Weston
Customer Address: 9067 S 1300 W
Suite 204
West Jordan, Utah 84088
United States

ORDER INFORMATION

Order Form Date: 2022-05-10
Term (No. of Months): 12

Sales Rep: Manu Sharma
Start Date: 2022-07-01
End Date: 2023-06-30

Order Type: Renewal
Payment Terms: Net 30
PO Required?

PO Number:

Master Agreement Reference: N/A

Billing Terms:

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)	2022-07-01	2023-06-30	USD 0.00	USD 1,544.67	USD 1,544.67
Open LMS Platform	1,500	User(s)	2022-07-01	2023-06-30	USD 0.00	USD 14,340.00	USD 14,340.00
Open LMS Edu Complimentary Staging Environment Hosting	1	Unit(s)	2022-07-01	2023-06-30	USD 0.00	USD 0.00	USD 0.00
Open LMS 100GB Extra Storage	200	Unit(s)	2022-07-01	2023-06-30	USD 0.00	USD 2,000.00	USD 2,000.00
				Sub Total	USD 0.00	USD 17,884.67	
						TOTAL:	USD 17,884.67

Order Form Terms:

This Order Form is effective as of the Order Form Date above and is entered into between US - Learning Technologies Group Inc. ("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 15GB 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 - Learning Technologies Group Inc.

Mountain Heights Academy

By:	
Printed Name:	
Title::	
Date:	

By:	
Printed Name:	
Title::	
Date:	

ORDER FORM

QUOTE # Q-200007
DATE 4/28/2022
EXPIRATION DATE 7/30/2022



Bill To

Mountain Heights Academy (UT)
9067 S 1300 W Ste 204
West Jordan, Utah 84088
United States

Ship To

Sarah Weston
Mountain Heights Academy (UT)
9067 S 1300 W Ste 204
West Jordan, Utah 84088-5582
United States
80017250326
sweston@mountainheightsacademy.org

GoGuardian

Liminex, Inc. dba GoGuardian
2030 E Maple Avenue
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") on behalf of itself and its family of company Affiliates including Pear Deck, Inc. ("**Pear Deck**") and Edulastic (formally - Snapwiz, Inc. doing business as Edulastic, "**Edulastic**") and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> (for Liminex), <https://www.peardeck.com/terms-of-service> (for Pear Deck), or <https://www.edulastic.com/terms-of-service> (for Edulastic) (the "Terms" and, together with this Order Form, the "Agreement"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	Start Date	End Date	Rate	Extended
772	GG-PRD1Y-000001	Pear Deck Subscription	7/1/2022	6/30/2023	\$5.18	\$3,998.96
772	LMS-Access1Y-000001	LMS Access	7/1/2022	6/30/2023	Included	Included
772	GG-ADM1Y-000001	GoGuardian Admin	10/18/2022	6/30/2023	\$5.01	\$3,867.72
772	GG-FLT1Y-000001	GoGuardian Fleet	10/18/2022	6/30/2023	Included	Included
772	GG-DNS1Y-000001	GoGuardian DNS Filtering	10/18/2022	6/30/2023	Included	Included
772	GG-DEF1Y-000001	GoGuardian AdDeflect	10/18/2022	6/30/2023	Included	Included
TOTAL (USD):						\$7,866.68

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term. Your School is responsible for all taxes and duties unless expressly included in this Order Form.

ORDER FORM

QUOTE # Q-200007
DATE 4/28/2022
EXPIRATION DATE 7/30/2022



By Organization:

Organization Name:

{{*cmpy2_es_:signer2:company }}

Signature: {{*sig2_es_:signer2:signature}}

Name: {{*name2_es_:signer2:fullname }}

Title: {{*title2_es_:signer2 }}

Email: {{*email2_es_:signer2:email }}

By GoGuardian:

Company Name:

Liminex, Inc. dba GoGuardian

Signature: {{*sig1_es_:signer1:signature:prefill }}

Name: {{*name1_es_:signer1:fullname:prefill }}

Title: {{*title1_es_:signer1:prefill }}

Email: {{*email1_es_:signer1:email:prefill }}

Scanned Copy of Purchase Order :

{{po_es_:signer2:attachment:label("Purchase Order")}}

Purchase Order Number :

{{PONumber_es_:signer2 }}

Accounts Payable Contact :

First: {{*APFirst_es_:signer2 }}

Last: {{*APLast_es_:signer2 }}

Email: {{*APEmail_es_:signer2 }}

Add a Note :

{{notes_es_:signer2:multiline(7) }}



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 07/01/2022
License End Date: 06/30/2023

Created Date: 06/14/2022
Quote Number: 00063621
Partner ID: 17428

Prepared By: Stephanie Ott
Phone:
Email: stephanie.ott@nwea.org

Contact Name: Whisper Rood
Phone: (801) 725-0326
Email: wrood@mountainheightsacadem
y.org

Bill To Name: Mountain Heights Academy
Bill To Address: 9067 S 1300 W Suite 204
West Jordan, UT 84088

Ship To Name: Mountain Heights Academy
Ship To Address: 9067 S 1300 W Ste 204
West Jordan, UT 84088-5582

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth Science (Add-On)	\$2.50	\$2.50	1,100	\$2,750.00	-\$0.00
MAP Growth K-12	\$14.50	\$13.00	1,300	\$16,900.00	-\$1,950.00

Quote Discount -\$1,950.00

Quote Subtotal \$19,650.00

Estimated Tax \$0.00

Grand Total \$19,650.00

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

General. If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____

Printed Name: _____

Date: _____

Title _____

Background and Rationale

The focus on marketing specifically for our Statewide Online Education Program (SOEP) began two years ago shortly before the pandemic hit. At that point in time, direct mail seemed like a bad idea because so little was known about how COVID-19 was spread and many people were throwing away the mail unless it was personal. So, although our marketing firm had completed market research, we paused the project and it stayed that way all through 2020-2021 and most of 2021-2022.

In reviewing the FY22 budget and having a surplus, the admin team reviewed outstanding projects and decided to put the two years of funding for the direct mail pieces into one, for a total of \$47,000.00, which includes the cost of printing, addressing, and mailing the tri-fold brochures. Typically, this cost would live inside our marketing budget, but since we determined that the surplus funds would be well-spent in marketing to new students, we pulled it out and I am presenting it separately for board approval.

There have been a couple of changes to the SOEP program over the past year that make this a perfect time to focus marketing efforts:

- 1) AGE CHANGE: 7th-8th graders are now eligible to participate through the SOEP program,
- 2) COLLEGE COURSE ADJUSTMENT: Students from any public school in Utah can access Concurrent Enrollment college courses,
- 3) FUNDING SOURCE CHANGE: Small and rural districts are now "held harmless" meaning the state has allocated funds to pay for their students to access SOEP courses rather than the LEAs having to pay a portion of the cost to the provider. This removes a HUGE barrier because those administrators and counselors no longer need to feel like online schools are "stealing their money."

As a result, USBE is doing a big marketing campaign this summer/fall to make sure families know about SOEP as an option. Our strategy is two-pronged; first to support the general awareness campaign and second to make sure that when they look at the provider list, that Mountain Heights is more familiar to them than the other providers because we have sent mailers and focused other media on the part-time SOEP option.

Market Research

Qualitative analysis: In the marketing world we are always trying to get your messages noticed. In the world we are in now, people are inundated with digital (social media, digital ads, email, etc.) so there has been a trend really starting around 2019 to revert marketing budget back to include some more traditional channels.

Here are some relevant stats from the 2018 Association of National Advertisers report (which is the report we used to recommend direct mail for the "lots of reasons" brochure several years ago):

- 81% of marketers plan to maintain or increase usage of direct mail

- 70% of consumers said they prefer direct mail for unsolicited offers
- 23% of consumers said they would respond to a direct mail offer if it was relevant and of interest to them
- 70% of consumers indicated that direct mail is more personal than online interactions
- 48% of people retain direct mail for future reference

Note the report for 2021 shows even stronger numbers for direct mail, although it is not publicly available yet.

The average response rate for a direct mail piece is anywhere from 2%-4%. Built into the cost of the mailer was .04 per to purchase a mailing list of households in Utah with students in grades 6-11 coupled with a piece that is strategically messaged and designed. So, it is assumed that we would be on the 4% side of the response rate because we've pre-qualified the audience. With a 100,000 mailing, we estimate 4,000 households (likely mothers) to visit the Mountain Heights Academy website on the enrollment page (which outlines both full and part-time school options).

We created a redirect URL (mountainheightsacademy/lotsofreasons) so we are able to track how many actually use that unique URL to access the site.

Also, in our annual planning for the 2022-2023 school year we had also planned to discuss how to use the "lots of reasons" brochure to educate middle and high school counselors so they become a grass roots sales person for part-time.

Proposal

We will do a 50% rollout immediately. This means 50,000 flyers to households in Salt Lake and Utah counties, in addition to rural counties.

Next, our marketing firm will gather data and make adjustments, then we will target the rollout of the remaining flyers to areas of greatest interest and response.

Budget

First rollout: \$25,000

Second roll-out: \$22,000

TOTAL: Up to \$47,000

Flyer

(see below)

Why take a few classes at Mountain Heights Academy?

THERE ARE AS MANY REASONS AS CLASSES AVAILABLE.

Take classes you can't fit
into your schedule.

Start school a little later
or finish a little earlier.

Take a class during
the summer.

Get more personal
attention from teachers.

Learn at your own speed.

Get a jump on college
credits.

Try a different
elective.



Mountain Heights Academy
1907 South 1300 West, Suite 204
West Jordan, UT 84088



"I love the math classes at Mountain Heights.
The teachers are so willing to work one on one
with me and they really care about my success."

Mountain Heights Academy
LEADERS IN DIGITAL EDUCATION

For lots of reasons.



Online
classes
for grades
7-12

Stay true to your school, but take a few classes at ours.



Mix and match your in-person and online classes
by taking up to four credits at Mountain Heights
Academy each year, including one each summer. We
offer everything from art to science and honors
classes to concurrent enrollment college courses.

60+ COURSES AVAILABLE:
MIDDLE AND HIGH SCHOOL COURSES
HONORS COURSES
CONCURRENT ENROLLMENT COURSES

YOUR SCHOOL + OUR SCHOOL = SUCCESS.

We are a fully-accredited, tuition-free,
full- and part-time online school for grades
7-12 with a wide range of middle
and high school courses to enhance your
neighborhood school experience.
And we're an approved online course
provider to our part-time students
through the Utah Statewide Online
Education Program (SOEP).

We've been blazing trails in
digital learning since 2009,
refining our curriculum and teaching
methods along the way. With
unparalleled teacher interaction and
personalized instruction, we know
how to keep students on track and help
them succeed.



Our classes always fit your schedule.

Mountain Heights Academy gives you the
flexibility to control the time,
place, and pace of your learning each
week, so school fits around your life
and interests—as well as your in-person
school schedule.

"I like to take a required class
like Financial Literacy in
the summer so I can choose fun
classes during the school year."

LEARN MORE

Discover all the benefits of our full- and part-time options.
Visit mountainheightsacademy.org



Invoice

a Sun Litho Company - 2105 West 2300 South, Salt Lake City UT 84119 - 801.972.6120 - www.SunPrintSolutions.com

Attn: Intrepid 375 W 200 S Ste 275 Salt Lake City, UT 84101-1392	Job Name: Trifold Mailer - 14.75 x 8 folds to 8 x 4.96 Invoice #: 320599 Invoice Date: 6/10/2022 PO #: Terms: COD
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Quantity	Description	Unit Price	Unit	Ext Price
100,000	List Rental, Print & Mail 14.75 x 8 Brochure	0.19780	Each	\$19,780.21
Postage				
100,000	Permit 3280 Standard Presort	.2546		\$25,460.00

Sub Total:	\$19,780.21
Tax:	\$1,144.07
Total Services:	\$20,924.28
Postage Used:	\$25,460.00
Balance Due:	\$46,384.28

EVALUATION COMMITTEE SCORE SHEET
RFP for Marketing/PR/Advertising Services

Name of Offeror: Intrepid

Date of Scoring: June 15, 2022

Points Recommended by Evaluation Committee for Non-Cost Criteria:

1. Past Experience	<u>20/20</u>
2. Personnel and Management	<u>18.5/20</u>
3. Evaluation of MHA, Marketing Plan, Case Studies/Examples	<u>22/25</u>
4. Financial Stability	<u>9.5/10</u>

Total Evaluation Points for Non-Cost Criteria 70/75

5. Pricing 22.25/25

Total Evaluation Points for Non-Cost and Cost Criteria 92.25/100

Evaluation Committee Members:

Name: DeLaina Tonks

Signature: 

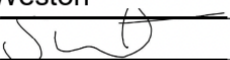
Date: June 15, 2022

Name: Emily Andersen

Signature: 

Date: June 15, 2022

Name: Sarah Weston

Signature: 

Date: 6/15/2022

Mountain Heights Academy Evaluation Committee Statement RFP for Marketing/PR/Advertising Services

Background

On June 2, 2022, Mountain Heights Academy (MHA) issued an RFP for Marketing/PR/Advertising Services for the purpose of soliciting proposals from agencies to create a sound marketing plan that combines knowledge of charter schools and student recruitment strategies to promote MHA, increase MHA's student enrollment, and to raise general awareness of MHA across the state of Utah. MHA posted the RFP on its website and also sent it to several agencies directly who do this type of work. The deadline to submit a proposal in response to the RFP was June 13, 2022. Intrepid is the only agency that submitted a proposal.

Evaluation and Scoring of Proposal

The Evaluation Committee on this RFP was DeLaina Tonks, Emily Andersen, and Sarah Weston. They reviewed and scored Intrepid's proposal on June 15, 2022. Together they determined that Intrepid's proposal met the minimum requirements of the RFP, that its pricing and terms were reasonable, and that it would be in the best interest of MHA to award the contract to Intrepid.

Intrepid's proposal received a total score of 92.25/100 from the Evaluation Committee. Based on the Committee's review of the proposal, Intrepid (a) has the requisite experience, personnel, and management needed to perform the services requested in the RFP; (b) has a firm understanding of MHA and has developed an effective marketing plan that can achieve MHA's goals; (c) is financially stable; and (d) can provide the requested services for a reasonable price.

A summary of Intrepid's proposal scores broken down by the RFP criteria is below:

Past Experience: 20/20

Personnel and Management: 18.5/20

Evaluation of MHA, Proposed Marketing Plan, and Case Studies/Example: 22/25

Financial Stability: 9.5/10

Pricing: 22.25/25

Total: 92.25/100

Award Recommendation

The Evaluation Committee recommends to MHA's Board of Directors that it award the marketing/PR/advertising services contract to Intrepid. The Evaluation Committee believes that Intrepid's proposal provides the best value to MHA in connection with the services described in the RFP.

**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 22nd day of May, 2022, between **Mountain Heights Academy**, a Utah nonprofit corporation (the “School”), and Sara Scholes, 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 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:
EDUC 6540 – Organization of American Schools [[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
05/16/2022	07/03/2022

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 6540	3	\$1065

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:

[Signature]

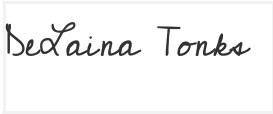

SIGNATURE CERTIFICATE



REFERENCE NUMBER
7D4C0695-CC47-4E39-B554-7A166046FDAA

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 7D4C0695-CC47-4E39-B554-7A166046FDAA	Document Name Scholes Tuition Reimbursement Agreement 5 2022
Transaction Type Signature Request	Filename scholes_tuition_reimbursement_agreement_5_2022.pdf
Sent At 05/23/2022 11:03 EDT	Pages 4 pages
Executed At 05/23/2022 11:20 EDT	Content Type application/pdf
Identity Method email	File Size 55.6 KB
Distribution Method email	Original Checksum 3d877fb425b534f42a7f840de158ad795ea42100a187bd196a4e0bbe9225375f
Signed Checksum 3d17d4224ed06c2688b4891cbc09aced7fdefadceb13b389232f10b165bc10b3	
Signer Sequencing Enabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name DeLaina Tonks	Status signed	Viewed At 05/23/2022 11:19 EDT
Email dtonks@mountainheightsacademy.org	Multi-factor Digital Fingerprint Checksum 7c2eea704aa5ee47d9c7603afb0301ed137b89149f19f8f5f2d9e70895e0ed6	Identity Authenticated At 05/23/2022 11:20 EDT
Signer Sequence 1	IP Address 185.61.178.224	Signed At 05/23/2022 11:20 EDT
Components 1	Device Chrome via Mac	
	Typed Signature 	
	Signature Reference ID 29062122	
Name Sara Scholes	Status signed	Viewed At 05/23/2022 11:16 EDT
Email sscholes@mountainheightsacademy.org	Multi-factor Digital Fingerprint Checksum f16c01e48677b006e905ed83379fd81f224c5a6c4dd4214d88edd3a6f09344b6	Identity Authenticated At 05/23/2022 11:18 EDT
Signer Sequence 0	IP Address 199.200.107.183	Signed At 05/23/2022 11:18 EDT
Components 3	Device Chrome via Mac	
	Drawn Signature 	
	Signature Reference ID 1988F37D	
	Signature Biometric Count 167	

AUDITS

TIMESTAMP	AUDIT
05/23/2022 11:03 EDT	Whisper Rood (wrood@mountainheightsacademy.org) created document 'scholes_tuition_reimbursement_agreement_5_2022.pdf' on Chrome via Windows from 204.113.112.202.
05/23/2022 11:03 EDT	Sara Scholes (sscholes@mountainheightsacademy.org) was emailed a link to sign.
05/23/2022 11:16 EDT	Sara Scholes (sscholes@mountainheightsacademy.org) viewed the document on Chrome via Mac from 199.200.107.183.
05/23/2022 11:18 EDT	Sara Scholes (sscholes@mountainheightsacademy.org) authenticated via email on Chrome via Mac from 199.200.107.183.
05/23/2022 11:18 EDT	Sara Scholes (sscholes@mountainheightsacademy.org) signed the document on Chrome via Mac from 199.200.107.183.
05/23/2022 11:18 EDT	DeLaina Tonks (dtonks@mountainheightsacademy.org) was emailed a link to sign.
05/23/2022 11:19 EDT	DeLaina Tonks (dtonks@mountainheightsacademy.org) viewed the document on Chrome via Mac from 185.61.178.224.
05/23/2022 11:20 EDT	DeLaina Tonks (dtonks@mountainheightsacademy.org) authenticated via email on Chrome via Mac from 185.61.178.224.
05/23/2022 11:20 EDT	DeLaina Tonks (dtonks@mountainheightsacademy.org) signed the document on Chrome via Mac from 185.61.178.224.



ANNUAL BOARD MEETING SCHEDULE

Below are the tentative Mountain Heights Academy Board Meeting dates for the 2022-2023 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.

August 19, 2022 at 9:30 AM

October 21, 2022 at 9:30 AM

December 16, 2022 at 9:30 AM

February 17, 2023 at 9:30 AM

April 21, 2023 at 9:30 AM

June 16, 2023 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.