

MOUNTAIN HEIGHTS ACADEMY BOARD OF TRUSTEES MEETING



Date: Thursday, August 25, 2022

Time: 9:30 AM

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

Teleconference: <https://us02web.zoom.us/j/81759525723>

Meeting ID: 817 5952 5723

This meeting will be held via teleconference.

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

AGENDA

CALL TO ORDER

CONSENT ITEMS

- June 17, 2022 Board Meeting and Closed Session Minutes

VOTING ITEMS

- 2022-2023 Professional Development Plan
- Library Materials Policy
- Tuition Reimbursement Agreements

CALENDARING

- Board Meeting October 21, 2022 at 9:30 AM

ADJOURN

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-7.8.

EXECUTIVE SUMMARY

2022-2023 PROFESSIONAL DEVELOPMENT PLAN

The 2022-2023 organizational PD plan provides an overview of PD opportunities for the MHA team throughout the year. Included is an estimated total annual cost, plus an estimated cost per conference or event. Our team finds a lot of value in the variety of professional development opportunities provided to each employee and we frequently receive positive feedback about how beneficial these conferences and events are to each person who attends.

LIBRARY MATERIALS POLICY

New Law and Rule Affecting School Libraries

During the past legislative session, a law was passed (Utah Code § 53G-10-103) that defines and prohibits “sensitive materials” in public schools. Per the new law, “sensitive materials” is defined as “an instructional material that is pornographic or indecent material as that term is defined in Section 76-10-1235.” The new law specifically states that such materials are prohibited in public school libraries.

Additionally, on June 2, 2022, the Utah State Board of Education passed a new rule (R277-628) that requires each LEA to adopt a library materials policy and procedures by September 1, 2022 (this has since been extended to October 1, 2022). At a minimum, the library materials policy and procedures must address how the LEA will select library materials and how it will handle requests to reconsider selected library materials if any such materials are challenged. An LEA’s library materials policy must comply with current state and federal law, including the new law on sensitive materials addressed above.

R277-628 also requires the USBE to adopt a model library materials policy so that LEAs can use the model policy as a guide/help for when they are developing their own library materials policy and procedures. The USBE adopted that model policy at its meeting on July 26, 2022.

New Library Materials Policy

The proposed Library Materials Policy addresses the new law and rule and utilizes some of the basic policy statements and requirements from the USBE model policy. It also requires the school’s administration to establish administrative procedures that set forth the criteria and process by which the school will select, remove, and handle challenges or other requests for

review of materials in the school's library collection. The policy explains that any such criteria and process must comply with applicable law and rule and be consistent with the school's mission and vision.

The proposed policy is short in length but broad in application. The administrative procedures that will be established under the policy will be longer in length and detailed. Adopting such a policy and establishing such administrative procedures by October 1, 2022 should put the school in compliance with Utah Code § 53G-10-103 and R277-628.

TUITION-REIMBURSEMENT AGREEMENTS

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

Abbie Butler was accepted into the Instructional Design Master's degree program at the University of Utah and is requesting tuition reimbursement assistance. I have reviewed the requirements and determined she is eligible and deserving for this to be approved by the board.

MOUNTAIN HEIGHTS ACADEMY BOARD OF TRUSTEES MEETING



Date: Friday, June 17, 2022

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

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

Others in Attendance: Dr. DeLaina Tonks, Gabe Clark, Kara Finley, Cathie Hurst, Sophia Moore,
Chris Moore, Saylor Jensen, Emmaline Kimmons, Michelle Perng, Kimari Perng,
Malia Chaya, Rachel Parke, Jill Baldwin

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MINUTES

CALL TO ORDER

- Gavin Hutchinson called the board meeting to order at 10:05 AM.

STUDENT SPOTLIGHT

- The students introduced themselves, the awards received, and the project backgrounds.

Break from 10:13 AM to 10:17 AM.

CLOSED SESSION

- *Royce Kimmons made a motion enter a closed session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a) to be held at Mountain Heights Academy; Kari Malkovich seconded. Motion passed; the votes were as follows:*

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

Entered closed session at 10:18 AM.

Individuals present for the closed session included Gavin Hutchinson, Kari Malkovich, Quinn Sutton, Wade Glathar, Royce Kimmons, Kara Finley, Gabe Clark, and Cathie Hurst.

- *Kari Malkovich made a motion to adjourn the closed session and return to open board meeting; Quinn Sutton seconded. Motion passed; the votes were as follows:*
 - *Gavin Hutchinson – AYE*
 - *Kari Malkovich – AYE*

- *Quinn Sutton – AYE*
- *Wade Glathar – AYE*
- *Royce Kimmons – AYE*

Adjourned closed session at 10:40 AM.

PUBLIC COMMENT

- No public comment.

TRAINING

- **Utah Open and Public Meetings Act**

The board was trained on what constitutes a board meeting, conducting meetings with transparency, posting requirements, and closed sessions.

CONSENT ITEMS

- **April 15, 2022 Board Meeting Minutes**

Quinn Sutton made a motion to approve the April 15, 2022 Board Meeting Minutes; Royce Kimmons seconded. Motion passed; the votes were as follows:

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

REPORTS

- **Director Report**

Dr. Tonks reported on student achievement and recognized the outstanding accomplishments. The passing rates and concurrent enrollment statistics were considered. Enrollment, retention, and staff were discussed.

- **Attendance Policy Review & Data**
No changes are recommended to the Attendance Policy and attendance for the year is 98%.
- **Donations and Fundraising Policy Review**
No changes are recommended to the policy at this time.
- **Math Competency Data**
The Math Competency report components were discussed, and all students met the math competency requirements.
- **Sex Education Instruction Policy Review & Data**
No changes are recommended to the policy at this time, but the school and county data was provided to the board.
- **Student Conduct and Discipline Data**
There are no recommended changes to the policy and the suspensions and expulsions report was reviewed. How truancy is determined and the process for student outreach was considered and the increase on plagiarism and how it is handled was explained.

- **Positive Behaviors Plan Report**
The written report on implementation was provided and the piloting supported the full launch this year and was very beneficial to creating positive outcomes for behavior.
- **Finance Report**
Cathie Hurst reviewed the current financial reports and the position at this time of year. Salaries and benefits are going to be accrued. Most of the budget is going to personnel.
 - **Fraud Risk Assessment**
The Fraud Risk Assessment scoring was discussed and will be submitted to the Office of the State Auditor.
 - **Annual Commitment to Ethical Behavior**
Each year all staff commit to ethical behavior in the employment agreements and the board will also sign a statement and review the Ethics Policy.

VOTING ITEMS

- **Amended 2021-2022 Budget**
Cathie Hurst presented the final amended budget and preliminary budget and changes since initial notification. The budget for next year includes an increase for teacher compensation. The board considered the impact of inflation on the budget.
Kari Malkovich made a motion to approve the final amended 2021-2022 budget; Wade Glathar seconded. Motion passed; the votes were as follows:
 - Gavin Hutchinson – AYE
 - Kari Malkovich – AYE
 - Quinn Sutton – AYE
 - Wade Glathar – AYE
 - Royce Kimmons – AYE
- **2022-2023 Budget**
Wade Glathar made a motion to approve the 2022-2023 Budget; Quinn Sutton seconded. Motion passed; the votes were as follows:
 - Gavin Hutchinson – AYE
 - Kari Malkovich – AYE
 - Quinn Sutton – AYE
 - Wade Glathar – AYE
 - Royce Kimmons – AYE
- **Eide Bailly Audit Engagement**
The board discussed engaging an independent auditor and where the audit is reported after completion. It is not anticipated the school will need a Single Audit.
Quinn Sutton made a motion to approve the Eide Bailly Audit Engagement; Royce Kimmons seconded. Motion passed; the votes were as follows:
 - Gavin Hutchinson – AYE
 - Kari Malkovich – AYE
 - Quinn Sutton – AYE
 - Wade Glathar – AYE
 - Royce Kimmons – AYE

Board break from 12:01 PM to 12:06 PM.

- **Board Terms and Elected Officers**

The board discussed term renewals and officer elections.

Kari Malkovich made a motion to approve a three-year term for Royce Kimmons on the Mountain Heights Board of Directors; Wade Glathar seconded. Motion passed; the votes were as follows:

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

Royce Kimmons made a motion to renew officers as currently constituted; Wade Glathar seconded. Motion passed; the votes were as follows:

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

- **Responsible Use Policy for Technology Resources**

No changes are recommended to the policy at this time.

Quinn Sutton made a motion to renew the Responsible Use Policy for Technology Resources; Royce Kimmons seconded. Motion passed; the votes were as follows:

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

- **Teacher and Student Success Act (TSSA) Program Plan**

The TSSA Plan goals align with school goals and Dr. Tonks explained how the school is working to meet the goals.

Wade Glathar made a motion to approve the Teacher and Student Success Act (TSSA) Program Plan; Kari Malkovich seconded. Motion passed; the votes were as follows:

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

- **2022-2023 Washington D.C. School Trip**

The Washington D.C. trip was very successful this year and it is proposed as an opportunity for students to go again. It is included in the budget for next year and there is an application process.

Quinn Sutton made a motion to approve the 2022-2023 Washington D.C. School Trip; Royce Kimmons seconded. Motion passed; the votes were as follows:

- Gavin Hutchinson – AYE

- *Kari Malkovich – AYE*
- *Quinn Sutton – AYE*
- *Wade Glathar – AYE*
- *Royce Kimmons – AYE*
- **Lattice**
Lattice is an evaluation platform utilized by the school.
- **Open LMS**
This is the learning management platform for courses.
- **GoGuardian**
GoGuardian supports technology safety.
- **NWEA MAP**
This is a testing solution to help monitor learning.
Kari Malkovich made a motion to approve the Lattice, Open LMS, GoGuardian, and NWEA MAP; Wade Glathar seconded. Motion passed; the votes were as follows:
 - *Gavin Hutchinson – AYE*
 - *Kari Malkovich – AYE*
 - *Quinn Sutton – AYE*
 - *Wade Glathar – AYE*
 - *Royce Kimmons – AYE*
- **Sun Print Solutions**
The SOEP program is growing and with the age change to participation and concurrent enrollment it would be beneficial to disseminate information to prospective students. The SOEP course limitations were described.
Wade Glathar made a motion to approve the Sun Print Solutions SOEP campaign; Quinn Sutton seconded. Motion passed; the votes were as follows:
 - *Gavin Hutchinson – AYE*
 - *Kari Malkovich – AYE*
 - *Quinn Sutton – AYE*
 - *Wade Glathar – AYE*
 - *Royce Kimmons – AYE*
- **Marketing Services**
An RFP was issued for marketing services and the committee recommends engaging Intrepid for five years at \$180,000 per year. Only one firm responded to the RFP.
Kari Malkovich made a motion to award the marketing services RFP to Intrepid and the agreement; Wade Glathar seconded. Motion passed; the votes were as follows:
 - *Gavin Hutchinson – AYE*
 - *Kari Malkovich – AYE*
 - *Quinn Sutton – AYE*
 - *Wade Glathar – AYE*
 - *Royce Kimmons – AYE*
- **Tuition Reimbursement Agreements**
The teacher is working on coursework and it was recommended for approval after review.
Royce Kimmons made a motion to approve the Tuition Reimbursement Agreement for Sara

Scholes; Wade Glathar seconded. Motion passed; the votes were as follows:

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

- **Executive Director Employment Agreement**

Quinn Sutton made a motion to approve the Executive Director Employment Agreement; Kari Malkovich seconded. Motion passed; the votes were as follows:

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

CALENDARING

- **2022-2023 Meeting Schedule**

The board will continue forward with the same schedule for next year. The next meeting will be held on Thursday, August 25, 2022 at 9:30 AM.

ADJOURN

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

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

Board meeting adjourned at 12:47 PM.

MOUNTAIN HEIGHTS ACADEMY CLOSED SESSION



Date: Friday, June 17, 2022

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


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CLOSED SESSION SWORN STATEMENT:

At a duly noticed public meeting held on the date listed above, the board of directors for Mountain Heights Academy entered into a closed session for the sole purpose of discussing the character, professional competence, or physical or mental health of an individual in accordance with Utah Code Ann. 52-4-2(1)(a).

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

Signed on the 17 day of JUNE 2022.


Gavin Hutchinson, Board President

Conference 2022-2023 Special Ed Law Conference	Dates	Location	Cost Estimate	Actual Cost	# Attending	Value		Follow Up
	August	online	\$500		3	SPED director, Assistant SPED Director, SPED Secretary		
Opening Faculty PD	August	SLCC Larry H. Miller Conf Center	\$5,000		165	Community building, connection, motivation for the school year, guest speaker: Richard Byrne, focus on tech equity		
Open Ed Global	September	Online	\$225		3	Connection with global OER community, best practices sharing		
Digital Learning Annual Conference	February	Austin, TX	\$17,000		12	Industry standard digital learning conference focused on pedagogy and best practice. Practical application for teachers.		
NROC Conference	March	Monterrey, CA	\$5,000		3	We are considering additional NROC content. This conference is a wonderful place to share best practices with other open practitioners.		
UCET Conference	March	Salt Lake City, UT	\$1,000		5	Will plan to present, involve students, showcase technology, send as many teachers as possible because it is local, inexpensive and of high-value in finding new tech tools or new applications for existing tech tools. Also touch on how innovation from charters is spreading to districts.		
Faculty Meetings	Aug, Feb, Apr, Jun	Salt Lake City, UT	\$7,000		105	Admin/faculty share best practices, practical applications of tech tools/curriculum building/student achievement and motivational measures etc, especially after attending a conference. Deep dives on data and customizing the student learning experience.		
Counselor Conference	June	Salt Lake City, UT	\$5,000		5	Guidance Counselors across the state attend to make sure they are up to date on State board and USBE requirements		
UAPCS Conference	June	Salt Lake City, UT	\$500		10	Excellent sessions for legal, HR, best practices. Good opportunity to raise awareness of MHA among other charters, parents, counselors, teachers etc.		
ISTE	June	Philadelphia, PA	\$6,000		4	Industry standard Ed Tech conference w/focus on innovation, equitable access, best practices.		
National Charter School Conference	June	Austin, TX	\$7,000		5	This conference provides board and admin training, helps situate our school within the broader charter school context, and provides an opportunity for mHA to interact with colleagues from other Utah charter schools.		
UCN Conference	August	Salt Lake City, UT	\$500		15	Terrific keynotes and hype sessions to get ready for the school year. Good opportunity to raise awareness of MHA among other charters, parents, counselors, teachers etc.		
Various Subject Specific Conferences	August-June	Salt Lake City, UT	\$5,000		varies	Most disciplines hold an annual conference that we make our teachers aware of. Science teachers presented at the STEM conference this year, for example, and English teachers at the UCTE conference.		
TOTAL:			\$59,225					

**Mountain Heights Academy
Library Materials Policy
Adopted:**

Purpose

The purpose of this policy and its accompanying procedures is to help ensure that Mountain Heights Academy (the “School”) provides appropriate library materials that support and enhance student academic learning and personal development.

This policy and its accompanying procedures are intended to satisfy the requirements of Utah Administrative Code Rule R277-628.

Policy

The School’s library shall promote intellectual and academic freedom by providing students with thoughtful access to a wide range of balanced, relevant, age-appropriate materials. The library shall serve as a learning environment for students and help them acquire the critical thinking and problem-solving skills needed in a pluralistic society. The library shall provide students an opportunity to learn beyond their regular classroom instruction.

The School shall comply with state and federal law and Utah State Board of Education rule in connection with its library collection and program. The School’s library collection shall not contain any “sensitive material” as that term is defined by Utah Code § 53G-10-103; that is, the School’s library collection shall not contain any instructional material that is pornographic or indecent material as that term is defined in Utah Code § 76-10-1235.

The School’s criteria for selecting and removing materials from its library collection, as well as the School’s process for handling challenges or other requests for review of such materials, shall be consistent with this policy, applicable law and rule, and the School’s mission and vision.

Procedures

The Director shall establish administrative procedures that set forth the criteria and process by which the School will select, remove, and handle challenges or other requests for review of materials in the School’s library collection.

**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 12th day of July, 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 6500 School Finance EDUC 6080 - Leadership and the Principal School [[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
07/05/2022	08/21/2022

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 6500 School Finance	3	1065

EDUC 6080 - Leadership and the School Principal	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:

Sara Scholes

**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 10th day of August, 2022, between **Mountain Heights Academy**, a Utah nonprofit corporation (the “**School**”), and Abigail Butler, 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:
See below [[clearly specify the course(s), program, degree, certification, as applicable, and the institution]] (the “**Coursework**”).
ED PS 6430 - Foundations of Instructional Design ED PS 6451 - Foundations of Learning
- 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
8 / 22 / 22	12 / 20 / 22

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
ED PS 6430	3	\$1350

ED PS 6451	3	\$1350

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

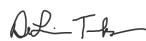
- (a) Provides evidence of completion of the course with a passing mark of B or better.
- (b) Provides an itemized receipt of the payment of tuition.
- (c) Passes the _____ Praxis exam. **[[include this if applicable]]**

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:



Executive Director

The Teacher:

