AGREEMENT FOR WAIVER OF

UTAH STATE BOARD OF EDUCATION ADMINISTRATIVE RULE

<u>RE: Rich School District</u>

This Agreement is entered into by and between the Utah State Board of Education

("Board"), and <u>Rich School District.</u> a local education agency ("LEA").

RECITALS

I.   The Board has general supervision and control of Utah's public education system and has been granted the authority to make rules to execute its duties and responsibilities under the Utah Constitution and state law;

II. The Board has exercised this authority and adopted Utah Administrative Code, Title R277. Education;

III. LEA is subject to the requirements of UAC R277 Education;

IV. UAC R277-121, allows an LEA to petition the Board for a waiver of requirements contained in an administrative rule adopted by the Board;

VI. UAC R277-400-419(4) requires: "(1)(a) Except as provided in Subsection (1) and Subsection 53F-2-102(4), an LEA shall provide educational services over a minimum of 180 school days each school year."

VIII. LEA has petitioned the Board for a waiver of the requirements of R277-419(4), to waive the requirement of providing 180 days of instruction in order to implement a 4-dayweek.

IX. LEA submitted all necessary information called for under R277-121-2;

X.   The Law and Licensing committee reviewed and discussed LEA's waiver request during its meeting on June 7, 2024, and by motion, forwarded the request to the Board with a recommendation to approve the waiver.

XI. The Board reviewed and discussed LEA's waiver request during its meeting on August 1, 2024, and by motion, approved the waiver request by a majority vote subject to the terms and conditions set forth below.

AGREEMENT

1. **Waiver and Purpose.** LEA is exempted from the requirements of R277-419(4), specifically from the requirement that they provide 180 days of instruction, in order to implement a 4-day school week.

2. **Alternative or Amended Compliance.** During the term of this waiver, LEA shall: comply with any requests for annual reports as noted below.

3. **Effective Dates.** The effective date of this waiver shall be July 1, 2024, and continue for three school years until the end of the 2026-2027 school year, subject to the fulfillment of all the terms and conditions found herein as well as compliance with all other applicable statutes and regulations. There will be no extension of this waiver except by reapplication to the Board through the Board's waiver process in effect at the time of reapplication.

4. **Annual Reports.** LEA shall provide the Board a report, as requested, that shall include the following and applicable:

a. public input regarding the impact of the waiver on the school community (may include survey of school employees, parents, students, etc.);

b. data evidencing student achievement has remained consistent or improved over the time period the waiver has been in effect. (may include assessments, grades, attendance, graduation rates, etc.);

c. evidence of compliance with alternative requirements (may include course enrollment data, etc.);

d. other data evidencing the impact of the waiver on the education system or environment.

5. **Amendment.** This waiver may not be amended except in writing signed by both parties and accompanied by such additional Board action as is necessary to approve any amendment.

6. **Termination.** This waiver may be terminated by the Board at any time, upon 30 days' notice, if it finds that there has been any material misrepresentation of any fact(s) in the request for waiver or in the requested reporting, or if the Board determines there are material deficiencies in student performance/achievement or unreasonable increases in costs to the LEA or its students not anticipated by either Party or not represented to the Board by the LEA. LEA may terminate this waiver at any time prior to its expiration upon providing written notice to the Board.

UTAH STATE BOARD OF EDUCATION

_____   8-2-2024
Jim Moss   Date
Chair, Utah State Board of Education

Rich School District

_____   8/05/24
Dale Lamborn   Date
Superintendent