

WAIVER AGREEMENT

UTAH STATE BOARD OF EDUCATION AND TOOELE COUNTY SCHOOL DISTRICT

(Vernon Elementary, Ibapah Elementary, and Dugway K-12 School)

This Waiver Agreement ("Waiver") is entered into on this 3rd day of May, 2018 pursuant to Rule R277-121 (*Board Waiver of Administrative Rules*) and is entered into between the Utah State Board of Education ("Board"), and Tooele County School District, for and behalf of Vernon Elementary, Ibapah Elementary, and Dugway K-12 School (collectively the "School") (together herein referred to as the "Parties").

RECITALS

WHEREAS, pursuant to R277-121, the School petitioned the Board for a waiver from R277-419 and specifically requested that the Board approve a four-day school week at Vernon Elementary, Ibapah Elementary, and Dugway K-12 School beginning the 2018-19 school year.

WHEREAS, the School in its written request submitted under R277-121-2 submitted all the necessary information called for under R277-121-2 (b) (i) through (iv) which is incorporated herein and made a part hereof by reference;

WHEREAS, pursuant to R277-121-3, the Board referred the matter to its standing Law and Licensing Committee for review and recommendation;

WHEREAS, at the Law and Licensing Committee meeting held on April 13, 2018, the petition was reviewed and discussed and favorably referred out to the full Board for action;

WHEREAS, the Board reviewed and discussed the School's request for a waiver during the Board's meeting on May 3, 2018 for full consideration;

WHEREAS, the Board, by motion, approved the School's request by a majority vote, and pursuant to R277-121-2 (1)(b)(iv), authorized the signing of this Waiver Agreement.

NOW THEREFORE, in consideration of the terms and conditions found herein, the Parties agree as follows:

1. The 180-day requirement of R277-419, *Pupil Accounting*, is waived for a three-year period beginning with the 2018-2019 school year through the 2020-2021 school year ("the Waiver Period").
2. The effective date of this Waiver shall be July 1, 2018, and continue until June 30, 2020 ("effective period") subject to fulfillment of all of the obligations found herein, and in rule and statute. There will be no extensions of this Waiver except by reapplication to the Board through the Board's waiver process found in Board Rule R277-121.

3. During the Waiver Period, the School, (each individual school identified above), agrees to:
- a. Hold school for at least 990 instructional hours per year consistent with R277-419-8, in at least 150 days, for the 2018-2019, 2019-2020, and 2020-2021 school years, subject to Board verification;
 - b. Hold school-sponsored extracurricular activities on Thursdays (after school hours), Fridays, and Saturdays;
 - c. Provide the Board with transportation records that document the decrease in students' travel time to and from their bus stops;
 - d. Provide the Board with all athletic schedules prior to the start of the season. Athletic schedules will show games, dates, and times. (The schedules will include dates of state culminating events (e.g., state or regional championship games), which may infringe on days other than Thursdays (after school), Fridays, and Saturdays.
 - e. Provide the Board records of the amount of time missed for state-sponsored extracurricular or culminating events;
 - f. Evaluate the budget annually and identify savings which may be attributable to the four-day week;
 - g. Provide the Board an annual report that includes:
 - i. Evidence the School provided at least 990 instruction hours;
 - ii. A longitudinal comparison of student SAGE assessment scores;
 - iii. Dates and times of school time missed by students, school employees, and supervisors/chaperones due to non-curriculum related activities taking place during the four-day instructional week;
 - iv. A summary and discussion of savings and/or increased cost that may be attributable to the four-day school week, consistent with Subsection (3)(f) above; and
 - v. Other data showing the outcome of the four-day school week.
 - h. Abide by all other provisions of R277-419, all other rules of the Board, and all governing statutes.

4. This Waiver may not be amended or terminated unless in writing signed by the School and the Board, accompanied by such additional Board action as is necessary to approve any amendment. If any action is taken to either challenge, enforce, or terminate any provision of this Waiver, the substantially-prevailing party shall be entitled to an award of its costs and attorney's fees.
5. The Parties also agree to indemnify each other against any third-party claim arising from this Waiver.
6. The Board may terminate this Waiver at any time, upon 30 days' notice, if it finds that there has been any material misrepresentation of any fact(s) in the petition for the waiver, or if the Board determines that there are material deficiencies in student performance/achievement or unreasonable increases in costs to the School (or individually as to any one of the schools identified above) or the students not anticipated by either Party or not represented to the Board by the School.

UTAH STATE BOARD OF EDUCATION

BY: 
Its: Chair, State Board of Education

TOOELE COUNTY SCHOOL DISTRICT

BY: 
Its: Superintendent, Tooele County School District

BY: 
Its: Chair, Tooele County School Board

VERNON ELEMENTARY

BY: 
Its: Principal

IBAPAH ELEMENTARY

BY: Jane Marshall

Its: Principal

DUGWAY K-12 SCHOOL

BY: [Signature]

Its: Principal