

## **WAIVER AGREEMENT**

### **UTAH STATE BOARD OF EDUCATION AND ACADEMY OF MATH, ENGINEERING AND SCIENCE**

This Waiver Agreement ("Waiver") is entered into pursuant to Rule R277-121 (*Board Waiver of Administrative Rules*) between the Utah State Board of Education ("Board"), and Academy of Math, Engineering and Science ("School") (together herein referred to as "Parties").

#### **RECITALS**

WHEREAS, pursuant to R277-121, the School petitioned the Board for a waiver from R277-700-6 (*High School Requirements*) and specifically requested that the Board waive 0.5 credit of art (R277-700-6(12)) and 1.0 credit of physical and health education (R277-700-6(13)) in order to align with university standards (which require 1.0 credit of physical and health education and 1.0 credit of art, whereas the Board requires 2.0 credits of physical education and 1.5 credits of art);

WHEREAS, the School 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 December 8, 2017, 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 January 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 this Waiver.

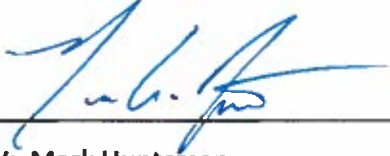
NOW THEREFORE, in consideration of the terms and conditions found herein, the Parties agree as follows:

1. The credit requirements of R277-700-6 (*High School Requirements*) are reduced to 1.0 credit of physical and health education and 1.0 credit of art to meet High School graduation requirements 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 January 3, 2018 and continue until the end of the 2020/2021 school year ("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 R277-121.

3. 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.
4. The Parties also agree to indemnify each other against any third-party claim arising from this Waiver.
5. 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 the students not anticipated by either Party or not represented to the Board by the School.

UTAH STATE BOARD OF EDUCATION

  
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BY: Mark Huntsman

Its: Chair of the State Board of Education

DATE: 1-9-2019

  
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BY: Brett Wilson

Its: Principal, Academy of Math, Engineering and Science

DATE: 12/12/2015

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BY: Melanie Brook

Its: Chair of Academy of Math, Engineering and Science's governing board

DATE: 12/12/2018