

AGREEMENT FOR WAIVER OF  
UTAH STATE BOARD OF EDUCATION  
ADMINISTRATIVE RULE

InTech Collegiate Academy

This Agreement is entered into by and between the Utah State Board of Education ("Board"), and InTech Collegiate Academy, 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;
- V. UAC R277-700-6(14) and (15) require a student to earn a minimum of 2.0 credits of Physical Education and Health Education to qualify for a high school diploma;
- VI. UAC R277-700-6(13) requires a student to earn a minimum of 1.5 credits of Arts Education to qualify for a high school diploma;
- VII. LEA has petitioned the Board for a waiver of the requirements of R277-700(13) through (15) to allow its students to earn a minimum of .5 credits each of Physical Education and Health Education and 1.0 credit of Arts Education to qualify for a high school diploma;
- VIII. LEA submitted all necessary information called for under R277-121-2;
- IX. The Board referred LEA's waiver request to its Law and Licensing Committee for review and recommendation;
- X. The Law and Licensing Committee reviewed LEA's waiver request in an open meeting held Friday, September 3, 2021 and favorably referred the request to the full Board for action;

XI. The Board reviewed and discussed LEA's waiver request during its meeting on

#### AGREEMENT

1. Waiver and Purpose. LEA is exempted from the requirements of R277-700(13) through (15), specifically, the requirement that a student earn a minimum of 2.0 credits of Physical Education and Health Education and a minimum of 1.5 credits of Arts Education to qualify for a high school diploma;

2. Alternative or Amended Compliance. During the term of this waiver, LEA shall:

- a. require students earn a minimum of .5 credits each of Physical and Health Education;
- b. require students earn a minimum of 1.0 credit of Arts;
- c. maintain or increase the level of student achievement; and
- d. maintain or increase the number of college credit hours for which students are enrolled.

3. Effective Dates. The effective date of this waiver shall be the beginning of the 2021-2022 school year and continue until the end of the 2023-2024 school year, subject to the fulfillment of all of 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 upon request that may include the following as 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**

  
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Mark Huntsman  
Chair, Utah State Board of Education

10-8-2021  
Date

**INTECH COLLEGIATE ACADEMY**

  
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Becky Thoms  
Chair, InTech Collegiate Academy

7-1-2022  
Date