

AGREEMENT FOR WAIVER OF
UTAH STATE BOARD OF EDUCATION ADMINISTRATIVE
RULE RE: BOX ELDER SCHOOL DISTRICT

This Agreement is entered into by and between the Utah State Board of Education ("Board"), and BOX ELDER SCHOOL DISTRICT, 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.
- 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 R277-419-4(1)(a) requires can LEA shall provide educational services over a minimum of 180 school days each school year.
- VII. LEA has petitioned the Board for a waiver of the requirements of the Board Reporting Deadlines, found in Administrative Rule R277-419-4, to waive the requirement of a minimum of 180 school days, in order to accommodate an emergency two-day closure for a large-scale community funeral for fallen law enforcement officers, which resulted in too few staff available to have school open on August 28 and August 29, 2025.
- VIII. This request was filed under emergency circumstances, and LEA submitted all necessary information called for under R277-121-5 on September 11, 2025;
- IX. Superintendent Molly Hart approved the request on September 12, 2025.
- XI. As required under R277-121-5(3)(g), the Board reviewed and discussed LEA's waiver request within 45 days during its meeting on October 2, 2025 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 UAC R277-419- 4(1)(a) requiring 180 days of education, in order to accommodate an emergency two-day closure for a large-scale community funeral for fallen law enforcement officers, which resulted in too few staff available to have school open.
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 effective for the 2025-2026 school year, with the missed days being August 28

4. Annual Report. 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.

 10-2-2025
Matt Hymas Date
Chair, Utah State Board of Education

 Date 10-2-25
Steven Carlsen
Superintendent