



Richard Woods, Georgia's School Superintendent
"Educating Georgia's Future"

Investing in SWSS / Educational Excellence (IE²) System* Application

DISTRICT NAME

Emanuel County School District

DISTRICT ADDRESS

201 North Main Street
Swainsboro, GA 30401

Richard Woods
State School Superintendent

MARCH 2016

*Please note that if HB 502 goes into effect on July 1, 2015, districts that chose the IE² flexibility option will henceforth be known as Strategic Waivers School Systems.

SWSS System Application Cover Sheet

Please enter the requested information in the gray boxes following each question. Thank you!

Proposed IE2 System Information			
1. Full Name of Proposed IE2 System Emanuel County School District			
2. Please indicate whether this is a: New Petition <input checked="" type="checkbox"/> or a Renewal Petition	3. How many schools in total are you proposing to include in your IE2 system? 6		
4. How many of each of the following schools are you proposing to include in your IE2 system? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> Primary School(s) 1 Middle School(s) 1 Middle/High School 1 </div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> Elementary School(s) 2 High school(s) 1 </div>			
5. On July 1 of what year do you want your IE2 contract to be effective? 2016			
6. IE2 System Street Address 201 North Main Street	7. City Swainsboro	8. State GA	9. Zip 30401
10. Contact Person - Dr. Kevin A. Judy		11. Title - Superintendent	
12. Contact Street Address 201 North Main Street	13. City Swainsboro	14. State GA	15. Zip 30401
16. Contact's telephone number (478) 237-6674	17. Contact's fax number (478)419-1102	18. Contact's E-mail Address kjudy@emanuel.k12.ga.us	

The Emanuel County Schools SWSS Partnership Application

In accordance with the State of Georgia in Article 4, O.C.G.A. § 20-2-84, the Emanuel County Schools intends to operate as a Strategic Waivers School System (SWSS) through the development of the SWSS partnership between our school district, the State Board of Education, and the Governor's Office of Student Achievement. The following components consist of the current planning for completing the application and developing the contract necessary to take effect on July 1, 2016.

The Emanuel County Schools Overview

Emanuel County was created on December 10, 1812, by an act of the Georgia General Assembly from land originally in parts of Bulloch and Montgomery counties. Emanuel County is named in honor of former Governor of Georgia David Emanuel. Emanuel County is located in southeastern Georgia and lies on the state border adjacent to South Carolina. It is situated between the Savannah River to the east and the Ogeechee River to the south. Carved out of Burke and Effingham counties in 1793, the county was named after a Revolutionary War hero, Brigadier General James Emanuel. Emanuel County has ten adjacent counties, more than any other county in the State of Georgia. The school system serves a student population that is spread out over the seventh largest county in the state by land area covering 690 square miles.

The Emanuel County School System is comprised of six schools: Swainsboro Primary School serves 813 students in grades K-2 (includes a separate wing for Pre-K and Head Start); Swainsboro Elementary School serves 737 students in grades 3-5; Swainsboro Middle School serves 664 students in grades 6-8; Swainsboro High School serves 680 students in grades 9-12; Twin City Elementary School serves 621 students in grades PreK-5; Emanuel County Institute serves 592 students in grades 6-12 (enrollment as of March 10, 2016). The 4,321 students that the Emanuel County School System serves reflect of the overall demographic breakdown of the county. Of these students, 42.9%

are black, 47% are white, 6.8% Latino or Hispanic, 2.6% of two or more races, 1% of students are of American Indian or Asian background. Due to the economic status of the county, nearly 87.6% of students qualify for free meals and all six schools are Title I schools.

The mission of the Emanuel County School System is to *“prepare and inspire all students for college and career success through rigorous and relevant instruction.”* To accomplish this purpose, the Emanuel County School System strives to provide opportunities at every level for students to succeed and move forward toward the goal of graduation. We believe that it is critical that our students pursue their personal life goals as well as being a contributing member to our community and society. Our vision *“to become a leader in education by strengthening our community one student at a time”* is the focus that guides our day to day activities and decisions. Our mission and vision are fulfilled through the actions that our system takes to facilitate opportunities for success for all students.

Exhibit A – Strategic Plan

MISSION STATEMENT

The mission of ECS is to prepare and inspire all students for college and career success through rigorous and relevant instruction.

VISION STATEMENT

The vision of ECS is to become a leader in education by strengthening our community one student at a time.

BELIEF STATEMENTS

- We believe a strong educational program is the foundation for a thriving and progressive community.
- We believe meeting educational needs requires the active participation and support of home, school, and community.
- We believe everyone is unique, worthy, and capable of learning and achieving success.
- We believe learning is a life-long process.
- We believe everyone is entitled to a safe and secure learning environment.

Emanuel County Strategic Plan 2015 - 2020

1. Strategic Goal I - Student Achievement and Success

- a. Strategic Directive A - Increase District Achievement (academic/core content).
 - i. Action Step i - Literacy Initiative
 - a. Strategies a - Teacher Representatives from each school selected to serve on the Emanuel Literacy Team
 - b. Strategies b - Emanuel Literacy Team will set up monthly meeting schedule to develop implementation plan and monitor progress.
 - c. Strategies c - Emanuel Literacy Team will identify non-negotiable literacy expectations for the system
 - d. Strategies d - Emanuel Literacy Team will monitor implementation of non-negotiable expectations that they have identified.
 - ii. Action Step ii - Measure of Academic Progress (MAP) Initiative
 - a. Strategies a - Purchase MAP software.
 - b. Strategies b - Software Implementation
 - c. Strategies c - MAP Training
 - d. Strategies d - Administer MAP pre-test for English/Language Arts, Reading, and Math.
 - e. Strategies e - Administer MAP post-test for English/Language Arts, Reading, and Math.
 - f. Strategies f - Purchase of headphones for each testing lab in grades K-2.
 - g. Strategies g - Conduct MAP data analysis and report results to DILT.
 - iii. Action Step iii - Strategic Improvement and Data Analysis Training
 - a. Strategies a - Ensure participation of all school leaders in Georgia Leadership Institute of School Improvement (GLISI).
 - b. Strategies b - GLISI Cohorts will present SMART goals to DILT.
 - iv. Action Step iv - Improve District Assessments
 - a. Strategies a - Develop assessment committees to revise district unit / frameworks and / or for ELA and Math with representation from each school.

- b. Strategies b - Develop assessment committee to create balanced district unit / frameworks for Science with representation from each school.
 - c. Strategies c - Develop assessment committee to create balanced district unit / frameworks for Social Studies with representation from each school.
 - v. Action Step v - Vision 2020 Initiative
 - a. Strategies a - Work with Chamber of Commerce and to coordinate Vision 2020 program needs.
 - b. Strategies b - Identify at-risk students who are potential candidates for the program based on criteria.
 - c. Strategies c - Candidate interviews conducted with industry partners and counselors to identify placements.
- b. Strategic Directive B - Increase graduation rate to meet or exceed state average
 - i. Action Step i - Increase student attendance
 - a. Strategies a - Schools review and revise student attendance protocol.
 - b. Strategies b - Increase parent involvement to increase student attendance and decrease truancy referrals to CHINS.
 - ii. Action Step ii - Matriculation and graduation initiative
 - a. Strategies a - SILT meets to discuss failure rates and plan of action.

2. Strategic Goal II - Staff Learning and Development

- a. Strategic Directive A - Provide high quality relevant professional development for staff
 - i. Action Step i - Professional Learning
 - a. Strategies a - Develop system/vertical approach to professional learning.
 - b. Strategies b - Use walkthrough and student data to determine needs.
 - c. Strategies c - Identify and utilize internal experts for training needs
 - d. Strategies d - Survey and evaluate current professional learning in each school
 - e. Strategies e - Create a comprehensive system to monitor effectiveness, collaboration, and implementation of professional learning.

- f. Strategies f - Provide opportunities for professional learning to classified staff.
 - g. Strategies g - Update System Professional Learning Handbook.
 - h. Strategies h - Align School Improvement and Professional Learning Plans to System Strategic Plan.
 - b. Strategic Directive B - Attract and retain highly qualified and effective diverse staff
 - i. Action Step i - Recruitment Initiative
 - a. Strategies a - Attend Career Fairs at regional post-secondary institutions.
 - b. Strategies b - Implement an Education in Training pathway at both high schools.
 - c. Strategies c - Invite regional post-secondary institutions to place student teachers in Emanuel County Schools.
 - d. Strategies d - Research possible avenues for collaboration with institutions of higher learning.
 - ii. Action Step ii - Aspiring Leader Initiative
 - a. Strategies a - Develop Aspiring Leader competencies and dispositions.
 - b. Strategies b - Establish program requirements.
 - c. Strategies c - Establish protocols for selection of candidates and final placement in Leadership Institute
 - d. Strategies d - Establish program instructional modules or partner with GLISI.
- c. Strategic Directive C - Retain Highly Qualified and Effective Diverse Staff
 - i. Action Step i - Induction Initiative
 - a. Strategies a - Implement comprehensive induction program for new employees
 - b. Strategies b - Create & administer a survey to measure effectiveness of induction program.
 - ii. Action Step ii - Reward and Recognition Initiative
 - a. Strategies a - Implement a reward and recognition program for all employees
 - b. Strategies b - Create a district committee to establish protocols for a reward and recognition program.
 - c. Strategies c - Create/interpret a survey to provide data for reasons for leaving.

3. Strategic Goal III - Operational and Organizational Effectiveness

- a. Strategic Directive A - Provide safe environment for students and staff
 - i. Action Step i - Safe School Initiative
 - ii. Action Step ii - Positive Behavior Intervention Support (PBIS) Initiative
- b. Strategic Directive B - Implement support programs for students and staff
- c. Strategic Directive C - Maintain effective and efficient operational processes
 - i. Action Step i - Utility Reduction Initiative
 - ii. Action Step ii - Fleet Plan Initiatives
 - iii. Action Step iii - Breakfast and Lunch Initiative
 - iv. Action Step iv - Meals Per Labor Hour Initiative
 - v. Action Step v - Work Order Efficiency Initiative
 - vi. Action Step vi - Work Order Efficiency Initiative
 - vii. Action Step vii - Work Order Efficiency Initiative
 - viii. Action Step viii - Fiscal Efficiency Initiative
 - ix. Action Step ix - Field Trip Initiative
 - x. Action Step x - Technology Enhancement Initiative
 - xi. Action Step xi - Workers Compensation Initiative
- d. Strategic Directive D - Increase collaboration across workforce
 - i. Action Step i - District Walk-through Initiative
 - a. Strategies a - Initiate monthly support visits to schools
 - ii. Action Step ii - Assistant Principal Initiatives
 - a. Strategies a - Schedule monthly assistant principal meetings following principal/director meeting
 - iii. Action Step iii - School Communication Initiative
 - a. Strategies a - Develop procedure for documenting communication between administrators to staff members
 - b. Strategies b - Require that all meetings utilize a mandatory district agenda which includes a section for staff input.

4. Strategic Goal IV - Positive Community Engagement

- a. Strategic Directive A - Utilize various methods of effective communication
 - i. Action Step i - Develop a comprehensive communication plan - Parental involvement
 - a. Strategies a - Using GLISL Communication Series Module materials, establish effective parent involvement communication plan to improve internal and external communications
 - b. Strategies b - Develop and maintain collaborative relationships with parents to strengthen support for Emanuel County Schools.
 - c. Strategies c - Monitor and ensure coordination of internal and external communications (include key message protocols).
 - b. Strategic Directive B - Develop and utilize meaningful business and educational partnerships
 - i. Action Step i - Develop comprehensive communication plan
 - a. Strategies a - Using GLISL Communication Series Module materials, establish effective community involvement communication plan to improve internal and external communications.
 - b. Strategies b - Develop and maintain collaborative relationships with businesses and education agencies to strengthen support for Emanuel County Schools.
 - c. Strategies c - Support and promote Vision 2020 Program Initiative
 - d. Strategies d - Establish positive relationships between schools and community businesses.
 - ii. Action Step ii - Coordinate communication among system and school level public relations coordinators and the community
 - a. Strategies a - Conduct bi-annual meetings with school-level PR representatives.

The Emanuel County Schools Overview Case Component

The Emanuel County School System believes that to provide students with greater opportunities that account for their unique strengths, needs, and interests our instructional program must be built upon individualized learning. Due to students learn in different ways and rates, the Strategic Waivers School System partnership will provide the flexibility needed to help Emanuel County Schools continue the funding and infrastructure to support innovative classrooms, personalized learning plans, flexible pacing, and attracting and retaining effective educators to meet the needs of students.

Overcoming the effects of the decline in the economy is an ongoing challenge for Emanuel County Schools. Although austerity reductions have been reduced over recent years, our system has this past year finally restored all employee contract lengths without reducing the number of work days. We have still not been able to restore the number of staff through reduction in force leaving some class sizes over state maximums. Emanuel County School System has limited many field trips and other educational opportunities. Flexibility will be an important contributing factor for the Emanuel County School System to achieve our mission *“prepare and inspire all students for college and career success through rigorous and relevant instruction.”*

Emanuel County School System has a number of challenges in attracting and retaining highly-effective personnel to meet the diverse needs and interest of students as we develop productive citizens. To meet these needs, we must make certain that salaries, benefits, and other employment considerations are competitive with other school districts in our region.

In the past, class size, expenditure controls, and personnel waivers have been used to provide us with the needed flexibility to serve the students in the most beneficial

learning environment. The requested waivers would be implemented over the five year contract period based on immediate and anticipated needs for flexibility.

It is the intent of the Emanuel County School System to continue to find ways to foster innovation and best practices as they relate to the educational program and organizational effectiveness. Table 1 describes and prioritizes the challenges facing the Emanuel County School System. There are details regarding the specific actions the district will take to address each challenge. Finally, the necessary waivers that are requested through the Emanuel County School System's application will alleviate the constraints of state law and state board of education rules, allowing schools to meet the individual needs of their students and community.

Table 1 - Summary of Challenges Aligned with Initiatives and Necessary Waivers

Challenges in Prioritized Order	Specific Initiative/Action and Explanation	Waiver(s) Requested
<p>Ensuring the financial stability of Emanuel schools despite the unstable and unpredictable revenue growth.</p>	<p>The Emanuel School District will align all spending priorities with the district’s strategic plan to improve student achievement. The state revenue source currently contributes to a minimal percentage of the actual cost of operating schools at a high level and therefore the district will leverage the reduction in spending constraints to support the core business of teaching and learning.</p>	<ul style="list-style-type: none"> • Class-size and Reporting requirements (O.C.G.A. § 20-2-182) • Direct Classroom Expenditures and Expenditure Controls (O.C.G.A. § 20-2-171 and SBOE Rule 160-5-1-.29) • QBE Financing (O.C.G.A. § 20-2-161) • Program Enrollment & Appropriation (O.C.G.A. § 20-2-160)
<p>Ensuring that Emanuel can increasingly personalize the learning experience and environment for all students and advance student learning as indicated by student achievement measures.</p>	<p>The Emanuel School District will pursue innovative course design that accounts for varied paces of student learning and unique student interests. Through the increased use of digital resources, embedded courses, innovative instructional models, and advanced learning opportunities, the district will facilitate new thinking about engaging instructional experiences and environments for students’ learning needs today.</p>	<ul style="list-style-type: none"> • Educational Programs (O.C.G.A. § 20-2-151, O.C.G.A. § 20-2-153, O.C.G.A. § 20- 2-154, O.C.G.A. § 20-2-154.1 and O.C.G.A. § 20-2-156) • Organization of Schools; Middle School Programs; Schedule (O.C.G.A. § 20-2-290) • Competencies and Core Curriculum, Online Learning (O.C.G.A. § 20-2-140.1, O.C.G.A. § 20-2-142) • Promotion & Retention (O.C.G.A. § 20-2-283) • Awarding Units of Credit & Acceptance of Transfer Credit and/or Grades (SBOE Rule 160-5-1-.15) • Graduation Requirements (SBOE Rule 160-4-2-.48) • School Day & Year for Students & Employees (O.C.G.A. § 20-2-151, O.C.G.A. § 20- 2-160(a), O.C.G.A. § 20-2-168(c), O.C.G.A. § 20-2-168(d)) • Health & Physical Education Requirements (SBOE Rule 160-4-2-.12) • School Attendance, Compulsory Attendance as it relates to the attendance protocol

		<p>(O.C.G.A. § 20-2-690.2)</p> <ul style="list-style-type: none"> • Limited Public School Choice (O.C.G.A. § 20-2-2131) • Programs for Gifted Students (SBOE Rule 160-4-2-.38)
<p>Ensuring that Emanuel can attract and retain effective teachers, leaders, and professional personnel to meet the projected student growth for Emanuel, the aging workforce, and current staffing deficits.</p>	<p>The Emanuel School District highly regards the traditional preparation of school educators and intends to consider the additional value that could be added to classroom instruction and student supports by expanding employment practices to consider professional practitioners in specialty fields such as technology, science and engineering, and child support roles. Additionally Emanuel desires to ensure that all employees are compensated at competitive rates while valuing prior non-teaching responsibilities associated with an employee’s teaching or support assignment.</p>	<ul style="list-style-type: none"> • Personnel Required (SBOE Rule 160-5-1-.22) • Salary Schedule requirements (O.C.G.A. § 20-2-212; O.C.G.A. § 20-2-188(b)) • Certification requirements (O.C.G.A. § 20-2-108, O.C.G.A. § 20-2-200, O.C.G.A. § 20-2-201, O.C.G.A. § 20-2-204) • Employment Conditions as it relates to Duty-Free Lunch (O.C.G.A. § 20-2-218) • Use of School Counselors (SBOE Rule 160-4-8-.05)
<p>Ensuring that Emanuel can meet the unique academic, resource, and support needs of all schools.</p>	<p>The Emanuel School District is comprised of six schools, one alternative school and is the seventh largest geographic region comprised of Twin City and Swainsboro of the County of Emanuel. The district values the unique strengths and specific needs of each of the six schools, alternative school and will leverage flexibility in order to best advance teaching and learning at every school.</p>	<ul style="list-style-type: none"> • Categorical Allotment requirements, Article 6 of Chapter 2 of Title 20 (O.C.G.A. § 20-2-183 to 20-2-186) • Instructional Extension Funding (O.C.G.A. § 20-2-184.1) • Program Weights & Funding Requirements – Instruction in Social Graces & Etiquette (O.C.G.A. § 20-2-187(b))

Exhibit B – Flexibility Component

Under O.C.G.A. § 20-2-80 and SBOE Rule 160-5-1-.33, The Emanuel County School District is seeking flexibility for all its schools from the following state statutes and associated rules in exchange for greater accountability (as outlined in the IE2 Partnership Contract) over the life of a five-year contract which allows for six years of flexibility between the Emanuel County School District Board of Education and the Georgia State Board of Education, except as prohibited in O.C.G.A. § 20-2-82(e).

- Class-size and Reporting requirements (O.C.G.A. § 20-2-182, 20-2-167, 20-2-181, 20-2-187, 20-2-695, 20-2-696) (SBOE 160-4-7-.14, 160-5-1-.08, 160-5-1-.22)
The Emanuel County School District requests flexibility with regards to class size, staffing allotments, caseload, and utilization to expand learning opportunities in support of expanded learning opportunities. Increasing the class size could allow more advanced students to access courses typically associated with gifted learners. Currently, when one new student enrolls in a grade level that is served at class size capacity, the district must hire a new teacher and re-distribute students within the grade. This minimizes the relationship between the student and teacher and inhibits the progress a learner may have made. We also ask that the instruction in social graces and etiquette be waived. Finally, this waiver would allow the district align all expenditures with the district's Strategic Plan.
- Direct Classroom Expenditures and Expenditure Controls (O.C.G.A. § 20-2-171, 20-2-167) (SBOE 160-5-1-.29)
The Emanuel County School District requests flexibility to expend earnings in support of the district's Strategic Plan and student needs.
- Scheduling for Instruction/Program Enrollment and Appropriation except to the extent it relates to funding (O.C.G.A. § 20-2-160, 20-2-161.1, 20-2-165, 20-2-168(c))
The Emanuel County School District requests flexibility to schedule based upon individual student needs, without programmatic restrictions tied to state funding. The district could use this flexibility to offer summer courses for initial credit.
- Flexibility with regards to Common Minimum Facility Requirements (O.C.G.A § 20-2-260)
The Emanuel County School District requests to the extent that square footage requirements are not waived in situations where the health and safety of students is jeopardized and only after consultation with Georgia

Department of Education Director of Facilities Services, and to the extent that the waiver does not affect state capital outlay funding determinations. An example of this waiver would be not having to add-on to a currently facility to areas such as the media center, lunchroom, etc. when we add classrooms to a current facility.

- QBE Financing except to the extent it relates to funding (O.C.G.A. § 20-2-161)
The Emanuel County School District requests flexibility to maintain the district's earnings while providing flexibility in its application for services as provided through SWSS/IE2.
- Personnel Required (SBOE Rule 160-5-1-.22)
The Emanuel County School District requests flexibility to utilize personnel based upon students' current educational needs and the District Strategic Plan.
- Educational Programs (O.C.G.A. § 20-2-151, 20-2-151.2, 20-2-153, 20-2-154, 20-2-154.1, 20-2-155, 20-2-156)
The Emanuel County School District requests flexibility in staffing, class size, and program delivery/time requirements and models in order to ensure that services are provided to students based upon their individual needs. This will allow the district to expand its advanced content model to gifted elementary pupils, to serve additional pupils in the Early Intervention and Remedial Education programs, and to receive credit for six segments for each middle and high school alternative program student. Additionally, this waiver could allow the district to create alternate routes to graduation through creative scheduling options such as a compacted 4 x 4 schedule, a hybrid schedule, and dual enrollment with local technical colleges/post-secondary institutions.
- Organization of Schools; Middle School Programs; Schedule (O.C.G.A. § 20-2-290, 20-14-33) (SBOE 160-4-2-.05)
To meet the needs of individual students, the Emanuel County School District requests flexibility with regard to required instructional time in core content area subjects and in structured collaborative planning time. This waiver may be used to create a focused advisement time during the instructional day.

- Competencies and Core Curriculum, Online Learning (O.C.G.A. § 20-2-140.1, 20-2-141.1, 20-2-142)
The district may use this waiver to provide support to individual students based on needs. Flexibility will allow the district and schools to revise courses of study and sequencing of curriculum around locally developed competencies, while exempting students from the requirement that a certain percentage of graduates must complete at least one online course.
- Promotion and Retention (O.C.G.A. § 20-2-283, 20-2-284) (SBOE 160-4-2-.11)
The Emanuel County School District requests flexibility to align the promotion and retention procedure to the Response to Intervention team process. For grades 3, 5, and 8, promotion would be based upon local requirements, which include a totality of evidence rather than a single standardized test score. Moreover, schools could develop instructional placement meetings based on initial standardized test scores rather than waiting for the summer re-test results.
- Graduation Requirements for the purpose of substitution of equivalent or higher level requirements which will assist students in acquiring the knowledge and skills necessary to be successful as they continue their education at the postsecondary level and/or enter the workforce (SBOE Rule 160-4-2-.48, 160-4-2-.47)
The Emanuel County School District requests flexibility to develop alternate graduation requirements that are equivalent to or higher than the current state requirements for the purpose of preparing students for post-secondary education and workforce entry. Furthermore, the district would like to award credit based on the mastery of standards, regardless of seat time, allowing students to move on when ready.
- School Day and Year for Students and Employees (O.C.G.A. § 20-2-151, O.C.G.A. § 20-2-160(a), 20-2-168, 20-2-168(c))
The Emanuel County School District requests flexibility to waive the allotted requirements of instructional time at each grade span to allow schools to focus time on areas that are a priority for improving student achievement. The district would like to base instruction upon students' needs, enabling them to move on when ready without penalty. Moreover, the allotted number of hours required of each grade level could be

modified for students who demonstrate mastery of content. The district also requests flexibility from the required 180 day school calendar.

- Comprehensive Health and Physical Education Program except as prohibited by O.C.G.A. § 20-2-82(e) (SBOE Rule 160-4-2-.12)
The Emanuel County School District requests flexibility to create additional alternatives for students to meet the required HPE program requirements. Physical activities would be incorporated into other electives and extracurricular activities and count toward the HPE requirement.
- Salary Schedule requirements (O.C.G.A. § 20-2-212, 20-2-212.1, 20-2-212.2)
In order to recruit and retain highly qualified applicants, the Emanuel County School District requests flexibility to provide for flexible compensation based on teacher skills and District needs.
- Certification requirements (O.C.G.A. § 20-2-108, 20-2-200, 20-2-201, 20-2-204)
The Emanuel County School District requests flexibility from state certification requirements to allow for the selection of qualified applicants based on content knowledge and expertise. This waiver could be used for CTAE and difficult-to-fill positions.
- Categorical Allotment requirements, Article 6 of Chapter 2 of Title 20 (O.C.G.A. § 20-2-167, 20-2-182(h), 20-2-183 to 20-2-186)
The Emanuel County School District requests flexibility to develop a District budget based on the needs of students, rather than current categorical allotments.
- Employment Conditions of Employment as it relates to Duty Free Lunch (O.C.G.A. § 20-2-218)
The Emanuel County School District requests flexibility from duty-free lunch periods in exchange for a lunch period for compensation or another benefit.
- School Attendance, Compulsory Attendance as it relates to the attendance protocol (O.C.G.A. § 20-2-690.2)
The Emanuel County School District requests flexibility to waive the requirement that the chief judge of the superior court of each county shall ensure that the committee meets twice annually to evaluate compliance

with the protocol, effectiveness of the protocol, and appropriate modifications. This waiver will allow the district to devise protocols for managing student attendance. Additionally, the district could allow students who complete work or participate in class online during the school day to be counted as physically present at school.

- Public School Choice (O.C.G.A. § 20-2-2131)
The Emanuel County School District requests flexibility, without violating federal law, to exempt all or some of the school choice requirements outlined by HB 251, including but not limited to: providing parents the option of intra-district transfers, defining available classroom space, or apportioning a limited number of seats by means other than a random lottery.
- School Councils ((O.C.G.A. § 20-2-85, 20-2-86)
- Statewide Passing Score (SBOE Rule 160-4-2-.13(2)(a) and (2)(c))
The Emanuel County School District is requesting flexibility will allow the district to establish criteria for minimum passing scores for all courses, and to determine how a student’s performance on Georgia Milestones End-of-Course Tests may affect their final grade for the course.
- Gifted Programs (SBOE Rule 160-4-2-.38) (O.C.G.A. § 20-2-151, 20-2-161)
The Emanuel County School District is requesting flexibility to expand the advanced content models in elementary grades and to develop innovative models for service for students in grades 6-12.
- Instructional Extension (O.C.G.A. § 20-2-184.1)
The Emanuel County School District is requesting flexibility to expend instructional extension funds (“20 extra days”) for additional instruction during intersessions and for transportation. The district would use this waiver to decrease class size during the school day in order to provide extended learning opportunities to additional students in a more cost-effective manner. Specifically, the District would like to gain flexibility in determining the funding level to set the salary amount at less than the salary level of a beginning instructor, to set the funding level at less than the required 10% of the FTE count for programs (EIP, REP, middle school, high school, primary, etc.), and to set the required expenditure level at less than 100% of the designated funds outlined in the formula.

- Alternative and Traditional Educational Programs (O.C.G.A. § 20-2-154.1, 20-2-153 – 20-2-155, 20-2-156) (SBOE Rule 160-4-2-.38, 160-4-5-.02)
The Emanuel County School District is requesting flexibility will allow schools to be more nimble in devising delivery models that meet student needs in the areas of Early Intervention, Remedial Education, English Language Learner, and/or Gifted services.
- Awarding credit for the purpose of substitution of equivalent or higher level requirements which will assist students in acquiring the knowledge and skills necessary to be successful as they continue their education at a postsecondary level and/or enter the workforce (SBOE Rule 160-5-1-.15)
The Emanuel County School District requests flexibility to award credit based on course competency using locally developed assessments, those listed in the SBOE Rule guidance document, and state-mandated assessments.
- Program Enrollment and Appropriation except to the extent it relates to funding (O.C.G.A. § 20-2-160)
The Emanuel County School District requests flexibility will allow schools to schedule for instruction based on student needs, without programmatic restrictions tied to state funding.
- Use of School Counselors (SBOE Rule 160-4-8-.05)
The Emanuel County School District requests flexibility with regard to the requirement that school counselors must have 90% direct/indirect contact with students by providing academic, personal/social, and post-secondary guidance to aid students in becoming responsible and globally competitive citizens. A waiver would allow schools to use counselors to provide additional student support not currently identified as “counseling.”
- Media Programs (SBOE Rule 160-4-4-.01)

Exhibit C – Accountability Component

The State Board shall hold the Emanuel County School District accountable for the performance of the academic goal listed below.

Goal 1: Each Emanuel County School District school will demonstrate proficiency and/or improvement on the CCRPI.

Measure 1: School performance goals will be set so that for each year during the five-year contract, an individual school shall increase its CCRPI score (without Challenge Points) by 3% of the gap between the baseline year CCRPI score (without Challenge Points) and 100. Baseline year is 2015-2016.

OR

Measure 2: For each year during the five-year contract, an individual school with an initial CCRPI score (without Challenge Points), performing in the top quartile of the state within each grade cluster shall remain at or above the top quartile threshold established in the baseline year. Baseline year is 2015-2016.

OR

Measure 3: If a school fails to meet its CCRPI target score, the school will be deemed as meeting its yearly performance target if the school is determined to be “beating the odds” through an analysis that compares the school’s CCRPI to its expected performance as determined by the “beating the odds” model developed in partnership between GOSA and the GaDOE.

Exhibit D – Consequences Component

Sanctions and interventions for nonperforming schools:

The schedule of sanctions and interventions shall be designed to ensure that the local school system sufficiently addresses the achievement deficiencies at all non-performing schools under the local school system's management and control. Such sanctions and interventions shall be at the recommendation of GOSA and shall include the following:

In accordance with O.C.G.A. § 20-2-84.1, Emanuel County School District will employ the following interventions or sanctions at all non-performing schools under the Emanuel County School District's local management and control. The sanctions and interventions shall include the following:



- (a) If based upon the review of the 2016-2017 and/or 2017-2018 performance data, a school has not made sufficient progress toward meeting the articulated academic goals, a school improvement plan will be incorporated into the annual school strategic planning process and implemented by August 2018 (based upon review of 2016-2017 data) or August 2019 (based upon review of 2017-2018 data). The school improvement plan will address the specific achievement deficiencies along with a targeted plan to address the deficiencies. The school improvement plan and the targeted plan will be approved and monitored by the district throughout the academic year.
- (b) If based upon the review of 2018-2019 and/or 2019-2020 performance data, a school has not achieved three years of growth in the articulated academic goals, the Emanuel County School District will apply direct school management support and intensive teacher development support as outlined in the jointly developed school improvement plan between the school leadership and district leadership staff. Implementation of the school improvement plan will occur no later than August 2020 (based upon review of 2018-2019 data) and/or August 2021 (based upon review of 2019-2020 data) and will be monitored by the school system.
- (c) If based upon the GOSA evaluation of the 2020-2021 performance data, a school has not achieved three years of growth in the articulated academic goals, the Emanuel County School District will apply, in the 2022-2023 school year, the consequences recommended by GOSA and approved by the State Board of Education.

Exhibit E – School Plans for Elementary Schools

Name of School:	Swainsboro Primary School
Street Address:	308 Tiger Trail
City, State Zip Code:	Swainsboro, GA 30401
GA DOE School Facility Code:	0196
Designated School Contact Person:	
Name	Maribeth Clark
Title	Principal
Telephone Number	478-237-8302
Fax Number	478-419-1177
Email Address	mclark@emanuel.k12.ga.us
Grades Served By School:	PK-2

School Demographic Trend Data by Subgroup - Elementary

Swainsboro Primary	School Year				
	2009-10	2010-11	2011-12	2012-13	2013-14
Student Enrollment	984	990	1010	1019	1022
American Indian	0	1	0	0	0
Asian /Pacific Islander	4	2	5	3	5
Pacific Islander (reported beginning 2012-2013)				0	0
Black	430	452	466	488	496
Hispanic	77	81	94	99	95
Multi-Ethnic	29	28	25	27	28
White	444	426	420	402	398
ESOL: Percent Enrolled	.5	5.0	6.6	5.9	6.9
SPED: Percent Enrolled	14	11.8	11.2	11.3	11.2
F/R Lunch: Percent Eligible	83.4	82	85	85	85
Average Student Attendance	94.46	94	94.47	93.48	96.03


 College and Career Ready Performance Index (CCRPI) Richard Woods <i>Georgia's School Superintendent</i> 						
SPS	CCRPI Score	Sum of Achievement, Progress, Achievement Gap, and Challenge Points				
		Achievement Points	Progress Points	Achievement Gap Points	Challenge Points	
					ED/EL/SWD Performance Points	Exceeding the Bar Points
CCRPI 2012	87.2	52.3	NA	NA		0
					0	
CCRPI 2013	82.7	49.3	NA	NA		.5
					.5	
CCRPI 2014	80.7	48.4	NA	NA		0
					0	

School Data Component - Elementary

Name of School:	Swainsboro Elementary School
Street Address:	258 Tiger Trail
City, State Zip Code:	Swainsboro, GA 30401
GA DOE School Facility Code:	0198
Designated School Contact Person:	
Name	Valorie Watkins
Title	Principal
Telephone Number	478-237-7266
Fax Number	478-419-1164
Email Address	vwatkins@emanuel.k12.ga.us
Grades Served By School:	3-5

School Demographic Trend Data by Subgroup - Elementary

Swainsboro Elementary	School Year				
	2009-10	2010-11	2011-12	2012-13	2013-14
Student Enrollment	624	643	653	647	665
American Indian	0	0	0	0	0
Asian /Pacific Islander	7	4	4	5	3
Pacific Islander (reported beginning 2012-2013)				0	0
Black	317	316	308	305	312
Hispanic	15	38	45	56	59
Multi-Ethnic	11	11	16	15	19
White	274	274	280	266	272
ESOL: Percent Enrolled	.3	2.3	2.5	2.5	1.7
SPED: Percent Enrolled	15.5	12.5	11.4	13.5	13.5
F/R Lunch: Percent Eligible	81.7	84	83	83	83
Average Student Attendance	95.24	95.38	95.87	95.61	95.43

 College and Career Ready Performance Index (CCRPI) Richard Woods Georgia's School Superintendent						
SES	CCRPI Score	Sum of Achievement, Progress, Achievement Gap, and Challenge Points				
		Achievement Points	Progress Points	Achievement Gap Points	Challenge Points	
					ED/EL/SWD Performance Points	Exceeding the Bar Points
CCRPI 2012	65.1	37.8	17.5	7	2.8	0
					2.8	
CCRPI 2013	68.7	41.1	16.7	7	3.4	.5
					3.9	
CCRPI 2014	52.7	34.4	14.5	2	1.3	.5
					1.8	

School Data Component - Elementary

Name of School:	Twin City Elementary
Street Address:	162 Parrish Pond Road/ P.O. Box 280
City, State Zip Code:	Twin City, GA 30471
GA DOE School Facility Code:	0100
Designated School Contact Person:	
Name	Dr. Katie Johnson
Title	Principal
Telephone Number	478-763-2253
Fax Number	478-763-3831
Email Address	katie.johnson@emanuel.k12.ga.us
Grades Served By School:	K - 5

School Demographic Trend Data by Subgroup - Elementary

Twin City Elementary	School Year				
	2009-10	2010-11	2011-12	2012-13	2013-14
Student Enrollment	572	557	561	568	589
American Indian	1	1	1	2	2
Asian /Pacific Islander	1	1	0	1	2
Pacific Islander (reported beginning 2012-2013)				0	0
Black	218	193	198	173	167
Hispanic	11	11	15	17	17
Multi-Ethnic	10	12	9	13	18
White	331	339	338	362	383
ESOL: Percent Enrolled	0	.6	.7	.3	.1
SPED: Percent Enrolled	12.1	10.8	10.1	10.8	12
F/R Lunch: Percent Eligible	70	65	69	69	69
Average Student Attendance	95.04	95.04	95.86	94.99	95.04



 College and Career Ready Performance Index (CCRPI) Richard Woods <i>Georgia's School Superintendent</i> 						
TCE	CCRPI Score	Sum of Achievement, Progress, Achievement Gap, and Challenge Points				
		Achievement Points	Progress Points	Achievement Gap Points	Challenge Points	
					ED/EL/SWD Performance Points	Exceeding the Bar Points
CCRPI 2012	78.3	44.7	17.6	8	7.5	.5
					8	
CCRPI 2013	87.2	51	16.3	12	7.4	.5
					7.9	
CCRPI 2014	74.2	42.2	14.5	8	9	.5
					9.5	

Exhibit F – School Plans for Middle Schools

Name of School:	Swainsboro Middle School
Street Address:	200 Tiger Trail
City, State Zip Code:	Swainsboro, GA 30401
GA DOE School Facility Code:	0192
Designated School Contact Person:	
Name	Dr. Willie Gibson
Title	Principal
Telephone Number	478-237-8047
Fax Number	478-419-1148
Email Address	willie.gibson@emanuel.k12.ga.us
Grades Served By School:	6-8

School Demographic Trend Data by Subgroup - Middle

Swainsboro Middle	School Year				
	2009-10	2010-11	2011-12	2012-13	2013-14
Student Enrollment	695	649	604	603	623
American Indian	0	1	0	0	0
Asian /Pacific Islander	5	10	6	4	4
Pacific Islander (reported beginning 2012-2013)				0	0
Black	332	320	296	314	295
Hispanic	36	28	28	24	40
Multi-Ethnic	9	11	14	14	11
White	313	279	260	247	273
ESOL: Percent Enrolled	.14	1.8	2.8	2.3	2.2
SPED: Percent Enrolled	19.6	15	15.5	15.2	13.9
F/R Lunch: Percent Eligible	77.5	80	83	83	83
Average Student Attendance	94.94	94.83	97.55	94.87	95.12





 College and Career Ready Performance Index (CCRPI) Richard Woods <i>Georgia's School Superintendent</i> 						
SMS	CCRPI Score	Sum of Achievement, Progress, Achievement Gap, and Challenge Points				
		Achievement Points	Progress Points	Achievement Gap Points	Challenge Points	
ED/EL/SWD Performance Points	Exceeding the Bar Points					
CCRPI 2012	70.4	42.4	15.9	11	1.1	0
					1.1	
CCRPI 2013	64.4	43.6	15.6	3	1.7	.5
					2.2	
CCRPI 2014	67.9	43.6	14.8	6	3	.5
					3.5	

Exhibit G – School Plans for High Schools

Name of School:	Swainsboro High
Street Address:	689 South Main Street
City, State Zip Code:	Swainsboro, Georgia 30401
GA DOE School Facility Code:	0189
Designated School Contact Person:	
Name	Dr. Denise Warnock
Title	Principal
Telephone Number	478-237-2267
Fax Number	478-419-1134
Email Address	dwarnock@emanuel.k12.ga.us
Grades Served By School:	9-12

School Demographic Trend Data by Subgroup - High

Swainsboro High	School Year				
	2009-10	2010-11	2011-12	2012-13	2013-14
Student Enrollment	737	795	616	753	753
American Indian	0	0	0	0	0
Asian /Pacific Islander	4	3	4	6	7
Pacific Islander (reported beginning 2012-2013)				0	0
Black	351	378	287	356	360
Hispanic	18	32	38	42	43
Multi-Ethnic	5	6	4	7	10
White	358	379	283	342	333
ESOL: Percent Enrolled	0	0.3	0.4	.8	.9
SPED: Percent Enrolled	21.8	20.8	20.8	19.5	18.5
F/R Lunch: Percent Eligible	75.2	73	75	75	75
Average Student Attendance	94.23	93.93	94.03	94.19	94.53



 College and Career Ready Performance Index (CCRPI) Richard Woods <i>Georgia's School Superintendent</i> 						
SHS	CCRPI Score	Sum of Achievement, Progress, Achievement Gap, and Challenge Points				
		Achievement Points	Progress Points	Achievement Gap Points	Challenge Points	
					ED/EL/SWD Performance Points	Exceeding the Bar Points
CCRPI 2012	54.2	37.4	13.2	2.5	1.3	0
					1.3	
CCRPI 2013	66.8	37.3	14.6	12.5	1.9	.5
					2.4	
CCRPI 2014	61.3	38	15.1	3.8	3.9	.5
					4.4	

School Data Component - High

Name of School:	Emanuel County Institute
Street Address:	102 N. College Street
City, State Zip Code:	Twin City, GA 30471
GA DOE School Facility Code:	2050
Designated School Contact Person:	
Name	Barry Joiner
Title	Principal
Telephone Number	478-763-2673
Fax Number	478-763-3834
Email Address	bjoiner@emanuel.k12.ga.us
Grades Served By School:	6-12

School Demographic Trend Data by Subgroup - High

Emanuel County Institute	School Year				
	2009-10	2010-11	2011-12	2012-13	2013-14
Student Enrollment	594	545	480	573	555
American Indian	0	0	0	0	0
Asian /Pacific Islander	5	3	1	0	0
Pacific Islander (reported beginning 2012-2013)				0	0
Black	216	200	174	200	200
Hispanic	3	5	8	13	15
Multi-Ethnic	0	1	1	4	7
White	370	336	296	356	333
ESOL: Percent Enrolled	0	.6	.8	.3	.1
SPED: Percent Enrolled	13.8	10.8	10.1	10.8	12
F/R Lunch: Percent Eligible	62.8	65	69	69	69
Average Student Attendance	94.84	94.12	94.39	93.6	93.64

 College and Career Ready Performance Index (CCRPI) Richard Woods <i>Georgia's School Superintendent</i> 						
ECI Middle	CCRPI Score	Sum of Achievement, Progress, Achievement Gap, and Challenge Points				
		Achievement Points	Progress Points	Achievement Gap Points	Challenge Points	
					ED/EL/SWD Performance Points	Exceeding the Bar Points
CCRPI 2012	74.6	48.6	16	7	3	0
					3	
CCRPI 2013	68.9	46.4	15.3	5	2.2	0
					2.2	
CCRPI 2014	72.7	49.1	15.6	5	3	0
					3	



 College and Career Ready Performance Index (CCRPI) Richard Woods <i>Georgia's School Superintendent</i> 						
ECI High	CCRPI Score	Sum of Achievement, Progress, Achievement Gap, and Challenge Points				
		Achievement Points	Progress Points	Achievement Gap Points	Challenge Points	
					ED/EL/SWD Performance Points	Exceeding the Bar Points
CCRPI 2012	72.7	41.9	16.4	11.3	3.1	0
					3.1	
CCRPI 2013	67.6	44.7	14.2	6.3	2.4	0
					2.4	
CCRPI 2014	70	42	13.5	7.5	7	0
					7	

Exhibit 1 – Intent Letter



P. O. Box 130
Swainsboro, GA 30401

478-237-6674
478-419-1102 FAX

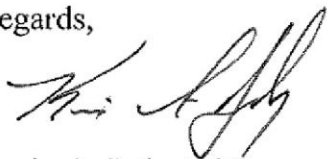
April 13, 2015

Dr. Garry McGiboney, Deputy Superintendent
Georgia Department of Education
2053 Twin Towers East
205 Jesse Hill Jr. Drive
Atlanta, Georgia 30334-5080

Dear Dr. McGiboney:

The State of Georgia in Article 4, O.C.G.A. § 20-2-84 has required that each local school system must notify the Georgia Department of Education of its intention of operating as an Investing in Educational Excellence (IE²) School System, a Charter System, or a Status Quo School System no later than June 30, 2015. This letter is to inform you of the intent of Emanuel County School District to operate as an IE² school system through development of the IE² partnership between our school district and the State Board of Education. Enclosed please find a resolution the Emanuel County Board of Education indicating our intent to begin discussion for contract development.

Regards,



Kevin A. Judy, Ed.D.
Superintendent

Enclosure

cc: Lou Erste, Associate Superintendent, Georgia Department of Education
Martha Ann Todd, Executive Director, Governor's Office of Student Achievement

Exhibit 1 a - Resolution

A RESOLUTION OF THE EMANUEL COUNTY BOARD OF EDUCATION, GEORGIA, AUTHORIZING THE LETTER OF INTENT FOR THE INVESTING IN EDUCATIONAL EXCELLENCE MODEL WITH THE GEORGIA BOARD OF EDUCATION

WHEREAS, the State of Georgia in Article 4, O.C.G.A. § 20-2-84 has mandated that each local school system must notify the Georgia Department of Education of its intention of operating as an Investing In Educational Excellence (IE²) School System, a Charter System, or a Status Quo School System no later than June 30, 2015; now, therefore be it

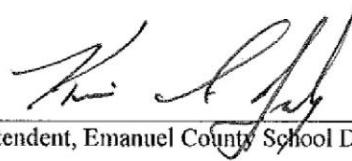
RESOLVED, that the Emanuel County School District shall submit a Letter of Intent to the State Board of Education for the purpose of developing the Investing in Educational Excellence (IE²) Contract, and shall schedule and hold a public hearing for the purpose of listening to public input regarding said contract.

ADOPTED by the Emanuel County Board of Education on

This THIRTEENTH day of APRIL, 2015



Chairperson, Emanuel County Board of Education



Superintendent, Emanuel County School District

(SEAL)



My Commission Expires May 12, 2017

Exhibit 2 – Notice to Principals



P. O. Box 130
Swainsboro, GA 30401
478-237-6674 Phone
478-419-1102 FAX

Public Hearing Notice

SWSS Application Presentation Tuesday, March 22, 2016

Principals:

The Emanuel County Board of Education will conduct a SWSS Application Presentation on March 22, 2016 in the Swainsboro High School Auditorium, 689 South Main Street, Swainsboro, Georgia, concerning the following transition in school system status:

In accordance with the State of Georgia in Article 4, O.C.G.A. § 20-2-84, the Screven County School System intends to operate as a Strategic Waiver School System (SWSS) through the development of the SWSS partnership between our school district and the State Board of Education. The contract is scheduled to take effect on July 1, 2016.

All persons having an interest in this matter are invited to attend and make their views known at this time. Further information may be obtained from the Emanuel County Board of Education (478-237-6674).

Sincerely,

Kevin A Judy, Ed.D
Superintendent
Emanuel County Schools

Exhibit 3 – List of Schools

School	Grade Level	Status
Emanuel County Institute	6 - 12	
Swainsboro Primary School	Pre-K - 2	
Swainsboro Elementary School	3 - 5	
Swainsboro Middle School	6 - 8	
Swainsboro High School	9 - 12	
Twin City Elementary School	Pre-K - 5	Reward School

Exhibit 4 – School Plans

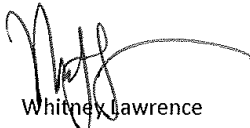
Please see School Plans – Exhibits E, F, and G on pages 18-47 of the application.

Exhibit 5 – School District Overview

Please see the District Overview on pages 2 - 3 of the application.

Exhibit 6 – Fiscal History

Emanuel County Schools prides itself in operating within each annual budget. The school district has never operated in a deficit balance. Our school district has been applauded for enduring through the financial crisis over the past several years. The district's fund balances exceed 20% of annual expenditures. Our most recent audit shows an unassigned fund balance totaling \$5,194,833.20.



Whitney Lawrence
Director of Finance
March 11, 2016

Exhibit 7 – Recent Annual Audit

Emanuel County Schools Website

<http://www.emanuel.k12.ga.us/>

Exhibit 8 – Recent Accreditation Report

Emanuel County Schools Website

<http://www.emanuel.k12.ga.us/>

AdvancED website:

<http://www.advanced.org/oasis2/u/par/accreditation/summary?institutionId=2585>

Exhibit 9 – Strategic Plan

Emanuel County Schools Website

<http://www.emanuel.k12.ga.us/>

Assurance Form and Signature Sheet

The law requires your school district to provide assurances that it will do certain things and comply with certain laws. This Assurance Form enumerates all of these requirements and, when you submit this signed Signature Sheet with this Assurance Form as part of your IE2/SWSS System Application Package, you are providing the legal assurance that your IE2/SWSS system understands and will do these things. This form must be signed by a duly authorized representative of the school system.

As the authorized representative of the applicant, I hereby certify that the information submitted in this application for an IE₂/ SWSS contract for Emanuel County School System located in Emanuel County is true to the best of my knowledge and belief; I also certify that if awarded an IE₂/ SWSS the school system:

1. Shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations;
2. Shall not discriminate against any student or employee on the basis of race, color, ethnic background, national origin, gender, disability or age;
3. Shall be subject to all federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of school students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct;
4. Shall be subject to the provisions of O.C.G.A § 20-2-1050 requiring a brief period of quiet reflection;
5. Shall ensure that the IE2/SWSS system is subject to the provisions of O.C.G.A. § 50-14-1 et seq. and O.C.G.A. § 50-18-70 et seq.;
6. Shall ensure that all teachers will be certified or highly qualified in compliance with No Child Left Behind;
7. Shall comply with the accountability provisions of O.C.G.A. § 20-14-30 through § 20-14-41 and federal accountability requirements, and participate in statewide assessments;
8. Shall adhere to all provisions of federal law relating to students with disabilities, including the IDEA, Section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990, as applicable;
9. Shall provide state and federally mandated services for English Language Learners, as applicable;
10. Shall provide for supplemental educational services as required by federal law and pursuant to SBOE Rule 160-4-5-.03, and for remediation in required cases pursuant to SBOE Rule 160-4-5-.01;
11. Shall notify the state of any intent to contract with a for-profit entity for education management services;

12. Shall be subject to the requirement that it shall not charge tuition or fees to its students except as may be authorized by local boards by O.C.G.A. § 20-2-133;
13. Shall comply with federal due process procedures regarding student discipline and dismissal;
14. Shall be subject to all laws relating to unlawful conduct in or near a public school;
15. Shall have a written grievance procedure to resolve student, parent, and teacher complaints;
16. Shall comply with the provisions of O.C.G.A. § 20 -2-211.1 relating to fingerprinting and criminal background checks;
17. Shall ensure that if transportation is provided for its students, the system shall comply with all applicable state and federal laws;
18. Shall ensure that if the IE2/SWSS system participates in federal school meals programs, then each participating system IE2/SWSS school shall comply with all applicable state and federal laws;
19. Shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185 and submit and obtain approval from the Georgia Emergency Management Agency;
20. Shall comply with the state facility requirements regarding site codes, facility codes, the submission of architectural plans for any new facility that the system may build or occupy during the IE2/SWSS term and all other facility requirements as established by the Department;
21. Shall be subject to all reporting requirements of O.C.G.A. § 20-2-160, subsection (e) of O.C.G.A. § 20-2-161, O.C.G.A. § 20-2-320, and O.C.G.A. § 20-2-740;
22. Shall be subject to an annual financial audit conducted by the state auditor or, if specified in the IE2/SWSS contract, by an independent certified public accountant licensed in this state;
23. Shall acknowledge that all criteria used to calculate QBE funding may not be waived;
24. Shall follow any and all other federal, state, and local laws and regulations that pertain to the applicant or the operation of the IE2/SWSS system; and
25. Shall ensure that all new principals and other school leaders, central office staff, superintendents, and Board of Education members receive a detailed orientation session on their IE2/SWSS system commitments as part of their “on-boarding” process.

This IE² / SWSS System Application, Assurance Form, and attached Exhibits were approved by the Emanuel County Board of Education on the 28th day of March, 2016.

Superintendent

Date

Chair, Local Board of Education

Date

If an IE² / SWSS contract is granted, all Petitioners assure that the proposed IE² / SWSS system programs, services, and activities will operate in accordance with the terms of the IE² / SWSS contract and all applicable federal, state, and local laws, rules, and regulations.

Superintendent

Date

Chair, Local Board of Education

Date

IE2/SWSS Partnership Contract

Come now the Emanuel Board of Education (Local Board) and the State Board of Education (State Board) and enter into this contract (the Contract) on the 28th day of March 2016.

WHEREAS, pursuant to O.C.G.A. § 20-2-81, the Local Board has developed a five-year strategic plan (Strategic Plan), attached hereto as Exhibit A, for improving the performance of its schools;

WHEREAS, the Local Board has proposed a Contract reflecting its Strategic Plan for each of its schools including components for flexibility, accountability, and consequences, as contemplated by state law;

WHEREAS, the Local Board has provided the Georgia Department of Education (GaDOE) with current performance and demographic data for each of its schools;

WHEREAS, the Local Board has proposed a performance template for each of its elementary, middle and high schools (School Plans);

WHEREAS, the Local Board has held a public hearing on March 22, 2016, as provided by state law; and

WHEREAS, pursuant to O.C.G.A. § 20-2-82, the Local Board has entered into negotiations with the GaDOE in consultation with the Governor's Office of Student Achievement (GOSA) concerning its contract,

NOW, THEREFORE, in consideration of the promises, benefits and duties contained herein, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Local Board. The Local Board agrees that, in exchange for the flexibility outlined in Exhibit B, it will achieve the accountability goals detailed in Exhibit C. The accountability goals for each school will also be reflected in the attached individual School Plans: Exhibit E for elementary schools; Exhibit F for middle schools and Exhibit G for high schools. The Local Board further agrees that if a school fails to meet its accountability goals as set forth in Exhibit C, the Local Board will implement no later than the date specified herein the consequences outlined in Exhibit D. The Local Board further agrees to cooperate with GOSA as it monitors the performance of the schools under its jurisdiction.
2. Governor's Office of Student Achievement (GOSA). In accordance with state law, GOSA will monitor each of the Local Board's schools with regard to its progress toward meeting its intermediate and five-year academic accountability goal as outlined in Exhibit C. Schools meeting the equivalent of three years' of targeted improvement as outlined in Exhibits C, E, F and G, will be deemed as meeting the accountability requirements of this Contract. If any district school is not in compliance with this goal, then GOSA will notify the State Board and the

GaDOE accordingly. Additionally, GOSA will monitor district performance on the operational accountability goals as outlined in Exhibit C. If the school district is not in compliance with these goals, then GOSA will notify the State Board and the GaDOE accordingly.

Because of the need to establish school baseline data based upon Georgia's new assessment system, GOSA will work with Local Board staff to develop CCRPI targets for each school using the accountability metrics detailed in Exhibit C following receipt by GOSA of school-level CCRPI without Challenge Points from the GaDOE. Local Board will then provide to the GaDOE updated Exhibits E, F and G reflecting the appropriate targets for each school and these Exhibits shall be automatically amended into the contract, replacing the earlier Exhibits.

3. Georgia Department of Education (GaDOE). The GaDOE shall provide support to the Local Board's schools that are not high-performing in accordance with State Board Rule 160-7-1-.04 Accountability System Awards and Consequences.
4. Term of Contract. This Contract will be based upon a term of five (5) years of performance accountability allowing seven years of district flexibility for the purpose of setting school benchmarks initially and then again to allow GOSA to finalize Year Five performance results, since CCRPI data for Year Five will not be available until the following year. The additional year at the end of the contract also ensures the implementation of consequences.
5. Contract Extensions. This Contract may be extended on an annual basis beyond the Initial Term if the Local Board successfully meets the terms of the Contract for at least three or more years as determined by the State Board.

6. Contract Renewal. Prior to the end of the Contract Term, the Contract may be amended and renewed for up to five additional years. Renewal is conditional upon a Local Board's satisfactory compliance with the terms of this Contract as determined by the State Board.
7. Amendments. No amendment, change, or modification to this Contract will be binding upon the parties unless such amendment, change, or modification is made in writing as an amendment to this Contract and duly executed by all parties. In accordance with state law, the terms of this Contract may be amended only due to unforeseen circumstances as determined by the State Board of Education or as otherwise permitted by law.
8. Incorporation of Documents. The Local Board has adopted a Strategic Plan, Exhibit A. The flexibility, accountability and consequences components of this contract are outlined in Exhibits B, C and D. For each school under the direct jurisdiction of the Local Board, except for charter schools, a School Plan has been provided as Exhibits E, F, and G. Exhibits A, B, C, D, E, F, and G are hereby each incorporated by reference into this contract. In the event of any inconsistency or conflict concerning any provisions of the Contract including exhibits, any such inconsistency or conflict shall be resolved as follows:
 - (a) First, by giving preference to the terms of the Contract (without exhibits);
 - (b) Second, by giving preference to Exhibits B, C, and D;
 - (c) Third, by giving preference to Exhibits E, F and G; and
 - (d) Fourth, by giving preference to Exhibit A.
9. Termination. The State Board may terminate this contract upon ninety (90) days written notice to the other party for reasonable cause. This Contract shall

- terminate automatically upon execution by all parties of a new partnership contract.
10. Authority. Each party represents and warrants that it has the authority to enter into this Contract and that its governing body has authorized, by proper action, the execution and delivery of the Contract. Each party represents that there is no litigation or proceeding pending or, to its knowledge, threatened against it having a material adverse effect on the right of the party to execute this Contract or the ability of the party to comply with any of its obligations under this Contract.
 11. Venue and Governing Law. Any action brought by one party to this Contract against the other party shall be brought in the Superior Court of Fulton County and this Agreement will be governed by and construed in accordance with Georgia law.
 12. Headings. The headings in this Contract have been inserted for convenience of reference and shall not affect, expand, or restrict the terms or conditions hereof.
 13. Waiver. No party will be deemed to have waived any provisions of the Contract unless such waiver is made explicit in writing and signed by the party waiving such provision. No waiver shall be deemed to be a continuing waiver unless so stated in writing.
 14. Waiver of Law and Rule – Notwithstanding any provision to the contrary, this contract shall not be construed to waive or approve variances of any federal, state and local rules, regulations, court orders, and statutes as provided by O.C.G.A. § 20-2-82(e).
 15. Assignment. This Contract shall not be assigned or transferred unless consented to in writing by the State Board.

16. Notices. Any notice to be made by either party to the other shall be sufficiently made if delivered in hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the address set forth below or such other address as a party may designate by notice hereto.
17. Annual Review. Local Board staff will work cooperatively with GOSA in consultation with the GaDOE in monitoring of the accountability portion of this contract. Monitoring will include evaluating each school's progress toward meeting its performance accountability goals. Significant changes in student populations will be considered by GOSA at the end of the contract year and may initiate the review of subsequent performance goals. Further, GOSA may adopt a policy allowing for a second look at school performance to inform its evaluation.
18. Consequences. Should one or more schools or the school district subject to this contract be deemed out of compliance by GOSA and the State Board as provided by law or rule, the Local Board agrees to adopt or implement in a timely manner the appropriate consequence(s) as outlined on Exhibit D. "In a timely manner" means before June 30, 2023, unless the contract is extended or renewed.
19. Effective Dates for Contract Provisions. This contract shall become effective on July 1, 2016 and, unless extended or renewed, will end on June 30, 2023. The performance accountability provisions of this contract will become effective July 1, 2016 and end on June 30, 2021.
20. Time. Time is of the essence for this Contract.
21. Execution in Counterparts. This Contract may be executed in multiple counterparts which, when taken together, will constitute one agreement. Copies

of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

22. Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this agreement.

FOR DEPARTMENT:

Attention: Garry McGiboney
Deputy Superintendent for Policy and External Affairs
Georgia Department of Education
205 Jesse Hill Jr. Drive,
2053 Twin Towers East
Atlanta, Georgia 30334
Phone: 404-657-2965
Fax: 404-656-0966

FOR LOCAL EDUCATIONAL AGENCY:

Frank Ellis, Chairman

Emanuel Board of Education
201 North Main Street
Swainsboro, GA 30401
Phone: (478) 237-6674
Fax: (478)419-1102

Dr. Kevin A. Judy, Superintendent

Emanuel County School District
201 North Main Street
Swainsboro, GA 30401
Phone: (478) 237-6674
Fax: (478)419-1102

IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respected entities below as of the day and year indicated.

GEORGIA DEPARTMENT OF EDUCATION

Helen Odom Rice, Chairperson, State Board of Education

Richard Woods, State Superintendent of Schools

PUBLIC SCHOOL DISTRICT

Frank Ellis, Chairman, Emanuel County Board of Education

Dr. Kevin A. Judy, Superintendent, Emanuel County Board of Education