Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
May 16, 2024	E-3

Title

2024-2030 Strategic Waivers School System (SWSS) Resolution and Contract

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Proposed Strategic Waivers School System (SWSS) Resolution and Contract with State Board of Education

Summary Explanation and Background

Pursuant to O.C.G.A. § 20-2-82, which mandated that all local public school systems in Georgia declare a flexibility-based reform model and negotiate a performance contract in that regard with the State Department of Education, CCSD entered into a Strategic Waivers School System (SWSS) contract with the State Board of Education during the 2015-16 year. The SWSS performance contracts provide local school districts with governance flexibility as a means to increase student achievement. The current contract ends this year. School systems that wish to continue operating as a strategic waiver system beyond their current contract end date must submit a new six-year contract for approval, with effective dates of July 1, 2024 - June 30, 2030. Such flexibility from specific laws, rules and regulations is outlined in the new contract in exchange for greater accountability for student performance. According to the State Department of Education, the application can be amended annually.

The updated SWSS academic accountability measures are aligned with Georgia's amended ESSA plan regarding federal identification criteria. CCSD does not currently have any Federally identified Comprehensive Support and Improvement (CSI) or Additional Targeted Support & Improvement (ATSI) schools and will be required to maintain this status through the term of the contract to meet the contracted accountability requirements. The District must also operate in a fiscally sound manner as measured by not being designated a financial high-risk system as determined by the Department of Audits and Accounts. The District will be required to submit an Annual Report of Implementation, Progress and Impact of District Flexibility relative to the approved waivers.

Priority Area

Student Achievement: Access and Opportunity

Financial Impact

N/A

Exhibits: (List)

Draft Contract
Draft Exhibit A outlining requested flexibilities
Local School Board Resolution
Accountability Summary

Source of Additional Information

Dr. Nicole H. Holmes	770.479.1871
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STRATEGIC WAIVER SCHOOL SYSTEM CONTRACT FOR CHEROKEE COUNTY

This Strategic Waiver School System contract for Cherokee County("Contract") is entered into by the Cherokee County Board of Education ("Local Board") and the State Board of Education ("State Board") (collectively referred to as "the parties").

WHEREAS, the Cherokee County local school system is currently a Strategic Waivers School System (SWSS); and

WHEREAS, the Local Board has adopted a five-year strategic plan for improving the performance of its schools; and

WHEREAS, the Local Board desires to continue operating as a SWSS.

NOW THEREFORE, in consideration of the promises, mutual agreements, and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions**. The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, State Board of Education rules or regulations, or the state accountability system, are amended otherwise.

    a. **Additional Targeted Support and Improvement ("ATSI") school**: A school in which any subgroup of students, on its own, would identify the school as a Comprehensive Support and Improvement school.

    b. **College and Career Academy ("CCA")**: A specialized school established as a charter school or pursuant to a contract for a strategic waivers school system or charter system, which formalizes a partnership that demonstrates a collaboration between business, industry, and community stakeholders to advance work force development between one or more local boards of education, a private individual, a private organization, or a state or local public entity in cooperation with one or more postsecondary institutions.

    c. **College and Career Ready Performance Index ("CCRPI")**: A comprehensive school improvement, accountability, and communication platform for all educational stakeholders that will

promote college and career readiness for all Georgia public school students.

d. **Comprehensive Support and Improvement ("CSI") school**: A school within the lowest performing five percent of Title 1 schools.

e. **Georgia Department of Education ("Department")**: The state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.

f. **Material term**: An important or substantial aspect in this Contract. A change to a material term may alter the rights, obligations, interests, or relations of the Parties.

g. **Non-performing school:** A public school that is part of a Strategic Waiver School System and is identified as not meeting one or more of goals (a) through (e) of Section 7 of this Contract.

h. **State Board of Education ("SBOE" or "State Board")**: The constitutional authority that defines education policy for public K – 12 education agencies in Georgia.

i. **Strategic Waivers School System ("SWSS")**: A local school system that elects to request increased flexibility pursuant to O.C.G.A §§ 20-2-80 through 20-2-84.6.

j. **Targeted Support and Improvement ("TSI") school**: A school within the lowest performing five percent of schools with one or more consistently underperforming student groups.

2. **Contract Term**. The State Board grants this Contract to the Local Board to operate a SWSS for a 6-year term beginning on July 1, 2024 and expiring on June 30, 2030.

3. **Responsibility**. The Local Board shall ultimately be responsible for all duties to be performed by the SWSS and the schools within the SWSS under this Contract.

a. In addition to any local charter schools within the local school system, the

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following schools are not part of the SWSS Contract:

4. **College and Career Academies**. Any CCA opened by or any existing CCA included in the SWSS must meet the definition of a College and Career Academy as defined in O.C.G.A § 20-4-37(b)(5). The SWSS must notify the Department and the Technical College System of Georgia of the opening, and the CCA must meet the following requirements:

    a. If an existing CCA is included in the SWSS, then the current CCA's governing board would continue as the governing board of the CCA, using its current by-laws for operation and procedures for electing members.

    b. Provide a Roles and Responsibilities Chart between the CCA governing board, the SWSS, and the CCA's higher education and business partners that includes the following:

        - Information on the CCA's decision making authority in decisions relating to personnel, finance, curriculum and instruction, school improvement goals, and school operations;
        - Information on how the CCA will be funded by the local school system and other strategic partners; and
        - Information on the services and supports to be provided to the CCA by the local school system.

    c. The following CCAs are included in this Contract:

5. **Flexibility Allowed by Law**. In exchange for the SWSS's agreement to meet or exceed the goals and measurable objectives set forth in Section 7 of this Contract, to adhere to the interventions set forth in Section 8 of this Contract, and to be subject to the sanctions set forth in Section 9 of this Contract, the State Board grants the SWSS flexibility from the specifically identified state laws, rules, and regulations outlined in Appendix A (Flexibility Component of Contract), which is incorporated in and attached to this Contract. Pursuant to O.C.G.A. § 20-2-84, the overarching goal of each waiver request is to improve student performance. Notwithstanding this flexibility, the SWSS and each of its SWSS schools shall comply with the terms of this Contract.

6. **Accreditation**. The SWSS's accreditation shall be maintained for the duration of the Contract term.

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7. **Accountability**. The SWSS shall comply with meeting the accountability component of the Contract. The 2022-2023 school year will serve as the baseline year for accountability data.

    a. **Goal 1a**: By June 30, 2026, the SWSS shall decrease the number of schools identified as CSI schools on the 2023-2024 CSI list released by the Department.

    b. **Goal 1b**: By June 30, 2030, the SWSS shall decrease the number of schools identified as CSI schools on the 2026-2027 CSI list released by the Department.

    c. **Goal 2a**: By June 30, 2026, the SWSS shall decrease the number of schools identified as ATSI schools on the 2023 -2024 ATSI list released by the Department.

    d. **Goal 2b**: By June 30, 2030, the SWSS shall decrease the number of schools identified as ATSI schools on the 2026-2027 ATSI list released by the Department.

    e. **Goal 3:** Each SWSS school that is in compliance with meeting Goals 1 – 2 of this section for the 2022-2023 baseline year shall maintain its current level of performance.

    f. **Goal 4:** Pursuant to O.C.G.A. § 20-2-67, the SWSS shall operate in a fiscally sound manner as measured by not being designated a financial high-risk system as determined by the Department of Audits and Accounts ("DOAA") and the Department.

8. **Interventions.** Pursuant to O.C.G.A. § 20-2-84, the Department shall impose one or more interventions for SWSS schools that have not made progress towards meeting the goals contained in Section 7 of this Contract. Interventions include the following:

    a. Implementation of the intensive school plan developed pursuant to O.C.G.A. § 20-14-46; or

    b. Submission to DOAA the Department, or both for approval of a written corrective action plan; implementation of the approved corrective action

plan; and participation in annual trainings offered or required by DOAA, the Department, or both to address the financial risk, pursuant to O.C.G.A. § 20-2-67; or

c. Any other interventions or requirements deemed appropriate by the Department and the State School Superintendent.

9. **Sanctions**. Pursuant to O.C.G.A. § 20-2-84, by the end of this Contract's term, if a SWSS has not met the goals outlined in Section 7 of this Contract, the State Board may impose sanctions on the non-performing schools. Sanctions include one or more of the following:

a. Removal of school personnel, which may include the principal and personnel whose performance has been determined to be insufficient to produce student achievement gains; or

b. Complete restructuring of the school's governance arrangement and internal organization; or

c. Loss of, or modification of, any requested flexibility from state statutes or associated rules outlined in Appendix A of this Contract, as recommended by the State School Superintendent.

10. **Annual Monitoring**. The Local Board shall work cooperatively with the Department in annually monitoring the goals outlined in Section 7 of this Contract. Monitoring will include evaluating each school's progress toward meeting its accountability goals.

11. **Annual Report**. The SWSS shall submit an annual report to the Department according to the Department's guidelines and templates. The annual report may include, but is not limited to, an indication of the SWSS's progress towards the goals outlined in Section 7 of this Contract and the implementation and impact of the identified waivers outlined in Appendix A of this Contract.

12. **Demographic and Performance Data**. The SWSS attests to the accuracy of the demographic and performance data for each of its schools as recorded in the annual CCRPI report. If the SWSS identifies a discrepancy in the demographic and performance data contained in the CCRPI report, the SWSS must notify the Department within thirty (30) days of identifying the discrepancy.

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13. **Compliance with Other Laws, Rules, and Regulations**. The SWSS and each of its SWSS schools shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws that may not be waived pursuant to O.C.G.A. § 20-2-82(e), including the following, which are listed by way of example and not by way of limitation.

    a. **Civil Rights, Insurance, Health and Safety and Conflicting Interests**. The SWSS shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct.

    b. **Asbestos Remediation**. The SWSS shall comply with the terms of any applicable asbestos remediation plan.

    c. **Unlawful Conduct**. The SWSS shall be subject to all laws relating to unlawful conduct in or near a public school.

    d. **Student Conduct and Discipline**. The SWSS shall maintain and implement a written policy regarding student discipline policy shall be consistent with due process.

    e. **State Board Rules**. The SWSS comply with all State Board Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 5 of this Contract.

    f. **Prohibition on Discrimination**. The SWSS shall not discriminate against students on the basis of any characteristic protected by local, state, or federal law.

    g. **Reporting Requirements**. The SWSS shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2- 320 and 20-2-740.

    h. **Tuition**. The SWSS shall not charge tuition or fees to its students except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.

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i. **Brief Period of Quiet Reflection**. The SWSS shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.

j. **Individual Graduation Plans**. The SWSS shall comply with O.C.G.A. § 20-2-327 regarding Individual Graduation Plans.

k. **Family Educational Rights and Privacy Act**. The SWSS is subject to all provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

l. **Health Insurance Portability and Accountability Act**. The SWSS is subject to all provisions of the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, § 264, 110 Stat. 1936.

m. **QBE Formula Earnings**. The SWSS acknowledges that criteria used to calculate Quality Basic Education ("QBE") funding cannot be waived.

n. **Funding.** The SWSS acknowledges that, although becoming a strategic waiver system provides a local school system with some flexibility, waivers cannot be used to generate additional funding.

o. **Early Intervention Programs**. The SWSS shall comply with O.C.G.A. § 20-2-153 related to early intervention programs.

p. **Divisive Concepts.** The SWSS shall comply with O.C.G.A. § 20-1-11 related to divisive concepts.

Failure to operate in accordance with the provisions of this Section may result in loss of flexibility for the SWSS.

14. **Contract Extension**

a. **Automatic Extension**. This Contract may be automatically extended upon the expiration of the Contract term if the SWSS or SWSS schools meet the goals outlined in Section 7 of this Contract by the end of the Contract term and adheres to all requirements of Section 13 of this Contract. If these conditions are met and the Local Board wishes to continue as a SWSS, it

must complete the Department's requirements for an automatic extension.

b. **Extension to Meet Performance Goals**. During the final year of the Contract term, the Local Board may request to extend the Contract term by three years to provide additional time to meet the goals outlined in Section 7 of this Contract. If the extension is granted and the SWSS meets its goals outlined in Section 7 of this Contract during the extension period, then the three-year extension will count as the first three years of the next SWSS contract term, if granted. No more than two three-year extensions will be granted. If the Local Board wishes to extend the Contract term by three years, it shall seek an amendment to the Contract in accordance with Section 15 of this Contract.

15. **Amendments**. Any material term of this Contract, as determined by the Department, must be amended in writing upon the approval of the Local Board and the State Board. If the Local Board wishes to amend this Contract, it must complete the Department's amendment requirements.

    a. For amendment requests that originate with the State Board, the Department shall provide the Local Board with sixty (60) days' written notice prior to amending the Contract. The notice shall include a copy of the proposed changes. If the proposed changes to the Contract are not material, as determined by the Department, then the Department does not have to send a copy of the proposed changes to the Local Board prior to amending the Contract.

16. **Probation**. The State Board may place the SWSS on probation upon ninety (90) days written notice to the Local Board for reasonable cause. Reasonable cause includes the following:

    a. The SWSS's failure to adhere to any material term of this Contract, including the accountability requirements outlined in Section 7 herein;

    b. The SWSS's failure to meet generally accepted standards of fiscal management; or

    c. The SWSS's violation of applicable federal, state, or local laws, rules, regulations, or court orders; or

    d. The existence of conditions that place the health, safety, or welfare of

students or staff of the SWSS in danger.

17. **Termination**. The State Board may terminate this Contract for reasonable cause upon ninety (90) days written notice to the Local Board for reasonable cause. Reasonable cause includes the following:

    a. The SWSS's failure to adhere to any material term of this Contract, including the accountability requirements outlined in Section 7 herein;

    b. The SWSS's failure to meet generally accepted standards of fiscal management; or

    c. The SWSS's violation of applicable federal, state, or local laws or court orders; or

    d. The existence of conditions that place the health, safety, or welfare of students or staff of the SWSS in danger.

18. **Temporary Extension**. At the discretion of the Department and the Local Board, the Contract term may be extended for a grace period not exceeding sixty (60) days. The request for a temporary extension must be in writing and will be attached to this Contract.

19. **Non-Agency**. The Parties expressly acknowledge and agree that the SWSS is not acting as the agent of the State Board or the Department, except as required by law or this Contract. The SWSS acknowledges that it is without authority to, and will not, extend the faith and credit of the State Board or the Department to any third party.

20. **Delegation**. The Parties agree and acknowledge that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the Parties.

21. **Application of Amended Law**. This Contract is subject to applicable federal and state laws, rules, regulations, and state accountability requirements. Any amendments to laws, rules, regulations, or state accountability requirements cited herein will result in the correlative and immediate modification of this Contract without the necessity for executing a written amendment.

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22. **Headings**. Section headings are for convenient reference only and are not part of the Contract. Section headings do not enlarge or limit any Section's contents.

23. **Non-Waiver**. No waiver of any breach of this Contract shall be held as a waiver of any other or subsequent breach.

24. **Severability**. If any provision of the Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect.

25. **Contradicting or Conflicting Provisions**. If any provision of the Contract is determined to contradict or conflict with any other provision of the Contract, the contradiction or conflict shall be resolved in favor of the flexibility granted pursuant to O.C.G.A. § 20-2-82.

26. **Governing Law and Venue**. This Contract shall be governed by, subject to, and construed under the laws of the State of Georgia. Any action brought against the State Board shall be brought in the Superior Court of Fulton County.

27. **Counterparts**. The Parties agree that this Contract may be executed in one or more counterparts which, when taken together, shall constitute one agreement. The Parties further acknowledge and agree that electronic signatures, as well as faxed or scanned and emailed counterpart signature copies of this Contract, shall be as effective and binding as original signatures.

28. **Entire Agreement**. This Contract sets forth the entire agreement between the Local Board and the State Board with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Local Board and the State Board are superseded by this Contract.

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Chairperson, STATE BOARD OF EDUCATION (Date)

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Chairperson, Kyla Cromer BOARD OF EDUCATION (Date)

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Superintendent, Mary Elizabeth Davis (Date)

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Appendix A – Flexibility Component of Contract

Under O.C.G.A. § 20-2-80 and State Board Rule 160-5-1-.33, Cherokee County is seeking flexibility for all schools included in this Contract from the following state laws, rules, and regulations in exchange for greater accountability.

O.C.G.A. § 20-2-82 mandates that the goal for each waiver and variance shall be the improvement of student performance. This Appendix delineates the specifically identified state laws, rules, regulations, policies, and procedures for which a waiver is requested and the expected impact of such waivers on student performance.

Pursuant to O.C.G.A. § 20-2-84, the SWSS must request a waiver or variance of at least one of the following areas:

- Class size requirements in O.C.G.A. § 20-2-182;
- Expenditure controls in O.C.G.A. § 20-2-171 and categorical allotment requirements in Article 6 of Title 20;
- Certification requirements in O.C.G.A. § 20-2-200; or
- Salary schedule requirements in O.C.G.A. § 20-2-212.

Waiver areas selected:

Expenditure controls in O.C.G.A. § 20-2-171 and categorical allotment requirements in Article 6 of Title 20
Certification requirements in O.C.G.A. § 20-2-200
Salary schedule requirements in O.C.G.A. § 20-2-212

Academic Programs Flexibility Rationale:
By allowing districts to waive certain rules, districts are able to tailor educational approaches to better suit the needs of their students. This flexibility enables educators to adopt teaching methods, curriculum designs, and assessment strategies that are more effective for their specific student population. The waiver process allows districts to review and assess instructional practices, allocation of resources, and be more responsive to the needs of their students and communities. This can ultimately lead to improved student achievement and better educational outcomes for all students.

ACADEMIC PROGRAMS FLEXIBILITY		Implementation Details
Limited English proficient program	§20-2-156	Through the Innovative Delivery Model, the School District will continue to allow a general content area/grade level certified teacher with an ESOL certification or endorsement to serve the ESOL segment for the English learner. This makes the teacher responsible for content and language development during the served

		segment(s). The School District continues to seek flexibility with seat time requirements. State ESOL segments are Grades K-3, 45 minutes; Grades 4-8, 50 minutes, and Grades 9-12, 55 minutes. For grades K-3, the School District continues to request a waiver that allows for a minimum service segment of 30 minutes.
Promotion & Retention	§20-2-283	This waiver will provide flexibility in student promotion/retention rules. The principal/designee will establish or convene a committee meeting to address potential interventions and/or accommodations for any third through eighth-grade student placed into a subsequent grade level for the next school year even though the student did not achieve at grade level on reading and/or mathematics sections of the Georgia state assessment or alternative assessment instruments or in the absence of a Georgia state assessment.
School Attendance, Compulsory Attendance	§20-2-690.2	Cherokee County School District and its individual schools, in keeping with the School District's Priority Areas, strategic plans and BOE policy JBD, will implement strategic and structured processes that require school attendance for all students. The School District through school-based innovative models will create processes that encourage, incentivize, and demonstrate the importance of school attendance. District staff and community stakeholders will support the work of school-based teams in attendance accountability. The District requests a waiver to take a leading role in creating an attendance committee that serves our community and students with a truancy process supported by our Superior Court and Juvenile Court judges, local law enforcement juvenile court representatives, DFCS and other community stakeholders to support our students and families. The waiver would allow flexibility in the committee design (members) and meeting dates.
Middle School Program Criteria	160-4-2-.05	CCSD wishes to waive the requirement of academic teams to provide flexibility for homeroom-based teams to support the whole child. This flexibility will eliminate academic cross teaming issues for gifted and advanced learners as well as students needing additional support by allowing the district to provide support and acceleration to meet the needs of all students. This allows the district to maximize current FTE earned teacher allotments. The district also seeks to waive the middle school instructional minutes to allow for maximized flexibility to meet the needs of all students through extended learning time personalized to each student's needs, including nonacademic needs.

Human Resources Flexibility Rationale:
Waiving state rules related to teacher certification and hiring can enable districts to attract and retain high-quality educators. Alternative certification pathways, competitive compensation packages, and targeted professional development opportunities can help ensure that students have access to effective teachers who are equipped to support their learning needs.

HUMAN RESOURCES FLEXIBILITY		Implementation Details
Class-size and Reporting requirements	§20-2-182	Cherokee County Schools and its individual schools, in keeping with the School District's Priority Areas and Strategic Plans will implement a personnel waiver system that allows for School leaders to leverage their personnel to best meet the needs of their students. Through the use of this flexibility, school leaders can reassign personnel to address specific gaps that need additional resources such as reading, writing, specialized instruction, graduation, etc. As a result, this may on occasion result in class sizes going above the state maximums.
Personnel Required	160-5-1-.22	Provide the local school system flexibility with employing system level personnel according to the unweighted full-time equivalent count as shown on the midterm adjustment allotment sheet. This waiver will allow for flexibility in personnel required for standard, innovative and/or identified programs, schools and/or the district. The Office of Human Resources meets with each division leader and local school supervisor annually to determine maximization of resources toward personnel. This information will be used to determine FTE assigned to both the district and school for the purpose of maximizing student achievement.
Employment, Conditions of Employment	§20-2-218	This waiver will provide for flexibility in elementary school duty-free lunch if identified as a necessary component of a specialized, innovative, or remedial program and/or an emergency situation. Cherokee County Schools and its individual schools, in keeping with the School District's Priority Areas and Strategic Plans will allow school leaders, in conjunction with their teachers, the ability to use duty free lunch time. This waiver will

		provide for flexibility in providing students additional alternative, innovative or remedial program access to positively influence student outcomes.
Salary Schedule Requirements	§20-2-212	This waiver will provide flexibility in targeting critical and/or innovative staffing needs and potentially differentiating salaries. An example would be paying a specific teaching group (Special Education, ESOL, etc.) increased salaries from those of general educators to meet specific challenges for the district. In addition, this waiver will provide flexibility in paying beginning classroom teachers the first salary payment for the number of days worked at the end of the first month of the school year in which service is rendered. All teachers are paid over a 12 month period to ensure that they receive compensation throughout the entirety of the year verses only during their 190 day contract.
Certification Requirements	§20-2-201	This waiver provides the School District flexibility to conduct targeted in-service or continuing education that meets the needs of district and/or local school. In addition, the waiver provides flexibility to administer in-service or continuing education in implementing the appropriate evaluation instrument and re-certification requirements.
Certification Requirements	§20-2-204	This waiver allows the School District to waive certifications for all certified staff except those not allowed by Georgia state rules. All professional staff will be required to hold a clearance certificate from the GaPSC. Educators must hold, at a minimum, one of the following to meet the professional qualifications for CCSD: • Bachelor's Degree; • Possess industry certification or license; and/or • 3 years of experience in a career field. The appropriate certification exam, when one exists, must be passed within the first initial year of employment with extension(s) allowed if significant progress has been made to meet this requirement.
School Day and Year for Students and Employees	§20-2-151	This waiver provides flexibility to waive a minimum daily requirement of 4 1/2 hours and/or a 180-day school year for students/190 Day School Year for Teachers, or the equivalent thereof, as determine in accordance with State Board of Education guidelines. This flexibility would support diverse and innovative teaching methods, seeks and allow schools to focus time on areas that are a priority for improving student achievement.

School Day and Year for Students and Employees	§20-2-168(c)	This waiver provides flexibility to a 180-day school year for students/190 Day School Year for Teachers, or the equivalent thereof, as determine in accordance with State Board of Education guidelines. This flexibility would support diverse and innovative teaching methods, seeks and allow schools to focus time on areas that are a priority for improving student achievement and supports the communities balanced calendar.
Use of Guidance Counselor	160-4-8-.05	Cherokee County Schools and its individual schools, in keeping with the School District's Priority Areas and Strategic Plans will implement a personnel waiver system that allows for School leaders to leverage their personnel to best meet the needs of their students. Flexibility in the use of Guidance Counselors to provide additional student support not currently identified as "counseling." Through the use of this flexibility, school leaders can use school counselors to address specific gaps that need additional resources such as reading, writing, specialized instruction, graduation, etc.
Professional Learning	§20-2-167	Cherokee County School District recognizes that not all students learn in the same manner or within the same timeframes. We seek to improve graduation rates by implementing instructional and non-instructional programming supports for students at all levels. This will be initiated by comprehensive school improvement plans that contain data-driven professional development, balanced assessments and clearly-identified resources to meet specific needs. The School District consists of many different types of learning environments, diverse student populations and varied learning abilities; and, while documenting recent increases in the percentage of students graduating from high school on time, increased rates in this regard are being targeted. This waiver will provide for flexibility in categorical spending so as to fund critical and/or innovative programs.

HUMAN RESOURCES FLEXIBILITY		**Student Improvement Outcomes**
Class-size and Reporting requirements	§20-2-182	The continued flexibility in class sizes and expenditures positively impacts student-teacher ratios and resource allocation. The ability to adapt scheduling and funding equivalencies enhances the implementation of innovative programs, positively influencing student outcomes.
Employment, Conditions of Employment	§20-2-218	Cherokee County School District and its individual schools recognize that not all students learn in the same manner or within the same timeframes and seek to improve

		its student achievement by implementing instructional and non-instructional programming supports for students at all levels.
Salary Schedule Requirements	§20-2-212	NA
Certification Requirements	§20-2-204	Flexibility in personnel allows for expanding options for identifying and securing top talent to maximize student achievement. This flexibility also helps to secure talent in hard to fill content areas such as CTAE, math and science.
School Day and Year for Students and Employees	§20-2-151	NA

Financial Flexibility Rationale:
The school district consists of many different types of learning environments, diverse student populations and varied learning abilities. Through the increased use of digital resources, embedded courses, innovative instructional models and advanced learning opportunities, the school district will facilitate engaging research-based, data-driven instructional opportunities, experiences and environments for increasing student academic achievement. This waiver will provide for flexibility in categorical spending so as to fund critical and/or innovative programs.

FINANCIAL FLEXIBILITY		**Implementation Details**
Direct Classroom Expenditure Control	§20-2-171	The State's K-12 public education formula does not adequately fund the cost of operating schools/school districts at a nationally competitive standards (teacher pay, educational programs, instructional support, class sizes, transportation, social/emotional support, etc.) and unfunded/underfunded mandates at both the state and federal levels continue to take a larger portion of already precious limited local resources. The school district and its individual schools will align all spending priorities with the school district's strategic plans, which have as a primary focus, improving student academic achievement. This waiver will allow the school district to leverage the reduction in statutorily determined spending constraints to achieve gains in student academic performance.

Scheduling for Instruction/Program Enrollment & Appropriations	§20-2-160	The State's K-12 public education formula does not adequately fund the cost of operating schools/school districts at a nationally competitive standards (teacher pay, educational programs, instructional support, class sizes, transportation, social/emotional support, etc.) and unfunded/underfunded mandates at both the state and federal levels continue to take a larger portion of already precious limited local resources. The school district and its individual schools will align all spending priorities with the school district's strategic plans, which have as a primary focus improving student academic achievement. This waiver will allow schools and the school district to offer students innovative academic programs and opportunities without regard to statutorily defined financial constraints to achieve gains in student academic performance.
QBE Financing	§20-2-161	The State's K-12 public education formula does not adequately fund the cost of operating schools/school districts at nationally competitive standards (teacher pay, educational programs, instructional support, class sizes, transportation, social/emotional support, etc.) and unfunded/underfunded mandates at both the state and federal levels continue to take a larger portion of already precious limited local resources. The school district will leverage the reduction in statutorily determined spending constraints to achieve gains in student academic performance.
Categorical Allotment requirements	§20-2-167	The State's K-12 public education formula does not adequately fund the cost of operating schools/school districts at a nationally competitive standards (teacher pay, educational programs, instructional support, class sizes, transportation, social/emotional support, etc.) and unfunded/underfunded mandates at both the state and federal levels continue to take a larger portion of already precious limited local resources. The school district and its individual schools will align all spending priorities with the school district's strategic plans, which have as a primary focus improving student academic achievement. This waiver will provide for flexibility in categorical spending so as to fund critical and/or innovative programs.
Categorical Allotment requirements	§20-2-186	The State's K-12 public education formula does not adequately fund the cost of operating schools/school districts at a nationally competitive standards (teacher pay, educational programs, instructional support, class sizes, transportation, social/emotional support, etc.) and unfunded/underfunded mandates at both the state and federal levels continue to take a larger portion of already precious limited local

		resources. The school district and its individual schools will align all spending priorities with the school district's strategic plans, which have as a primary focus improving student academic achievement. This waiver will provide for flexibility in categorical allotment requirements so as to fund critical and/or innovative programs.

DRAFT

Acknowledgments

As the authorized representative of Cherokee County, I hereby certify and provide legal assurance that Cherokee County understands that it is requesting increased flexibility from identified state laws, rules, and regulations in exchange for increased accountability and defined consequences. Cherokee County further understands that the purpose of seeking a waiver or variance from identified state laws, rules, and regulations is to increase student performance. I also certify that Cherokee County:

- Ensures that all information submitted to the Georgia Department of Education in connection with this strategic waiver application is true and accurate to the best of my knowledge;
- Adopted a district strategic plan within the last five years, linked below, for improving the performance of its schools; and
- For each waiver or variance request included in Appendix A of the Strategic Waiver School System Contract, a waiver explanation is provided. Where there is not an explanation provided for a requested waiver or variance, I understand that the waiver or variance request will not be granted.

_____	_____	_____
(Printed Name) Superintendent	(Signature) Superintendent	Date

DRAFT

CHEROKEE COUNTY BOARD OF EDUCATION

RESOLUTION

WHEREAS, the Cherokee County Board of Education is the governing body of the Cherokee County School District;

WHEREAS, the Cherokee County Board of Education intends to enter into a contract with the State Board of Education (the "State Board") on or about July 1, 2024 for the continued operation of the Cherokee County School District as a Strategic Waiver School System ("SWSS");

WHEREAS, pursuant to O.C.G.A. § 20-2-80, the Cherokee County Board of Education recognizes that it is requesting increased flexibility from certain state laws, rules, and regulations in exchange for increased accountability and defined consequences through a contract with the State Board; and

WHEREAS, pursuant to O.C.G.A. § 20-2-82, the Cherokee County Board of Education recognizes that the goal of each waiver or variance request is the improvement of student achievement.

NOW, THEREFORE, BE IT RESOLVED that the Cherokee County Board of Education approves the SWSS contract with the Georgia Department of Education, with final approval of the SWSS contract by the State Board.

Adopted this 16th day of May 2024.

Cherokee County Board of Education

_____

Kyla Cromer, Board Chairperson

_____

Mary Elizabeth Davis, Superintendent

Accountability. The SWSS shall comply with meeting the accountability component of the Contract. The 2022-2023 school year will serve as the baseline year for accountability data.

a. Goal 1a: By June 30, 2026, the SWSS shall decrease the number of schools identified as CSI schools on the 2023-2024 CSI list released by the Department.
b. Goal 1b: By June 30, 2030, the SWSS shall decrease the number of schools identified as CSI schools on the 2026-2027 CSI list released by the Department.
c. Goal 2a: By June 30, 2026, the SWSS shall decrease the number of schools identified as ATSI schools on the 2023 -2024 ATSI list released by the Department.
d. Goal 2b: By June 30, 2030, the SWSS shall decrease the number of schools identified as ATSI schools on the 2026-2027 ATSI list released by the Department.
e. Goal 3: Each SWSS school that is in compliance with meeting Goals 1 – 2 of this section for the 2022-2023 baseline year shall maintain its current level of performance.
f. Goal 4: Pursuant to O.C.G.A. § 20-2-67, the SWSS shall operate in a fiscally sound manner as measured by not being designated a financial high-risk system as determined by the Department of Audits and Accounts") and the Department.

Accountability for the SWSS Contract

CSI- Comprehensive Support and Improvement Title I Schools	Performance for all students is in the lowest 5% of schools based on a staged identification approach.	Exit criteria- Do not meet the entrance criteria AND demonstrate an improvement in Content Mastery, ELA achievement, mathematics achievement, or science achievement from the year of identification to the current year.
ATSI- Additional Targeted Support and Improvement All Schools Subgroups	Among schools meeting the TSI criteria, have one or more identified student groups whose component scores are at or below the highest component scores of the CSI Lowest Performing schools based on a staged identification approach.	Exit criteria- Do not meet the entrance criteria AND demonstrate an improvement in Content Mastery, ELA achievement, mathematics achievement, or science achievement for all identified student groups from the year of identification to the current year.

*Note: Cherokee County School District does not have schools on the CSI or ATSI list.