

STRATEGIC WAIVER SCHOOL SYSTEM CONTRACT FOR GREENE COUNTY

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

WHEREAS, the Greene 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

following schools are not part of the SWSS Contract:

Lake Oconee Charter High School
LAKE OCONEE CHARTER
Rutland Academy
Greene County Preschool
Greene County Pre-K
Greensboro Elementary
Corry-Boston-Jackson Learning Center

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:

Greene County High School

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.

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.

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.
- 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.
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.

SWSS CONTRACT FOR GREENE COUNTY



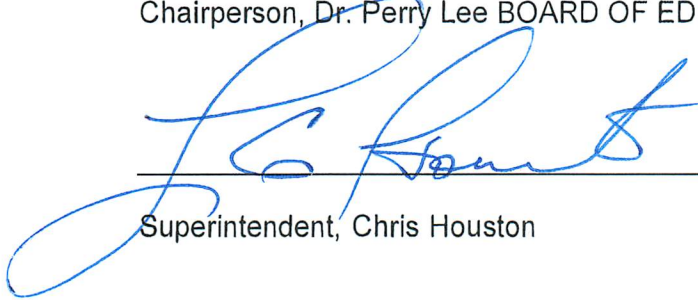
Chairperson, STATE BOARD OF EDUCATION

7/16/24
(Date)



Chairperson, Dr. Perry Lee BOARD OF EDUCATION

8/6/24
(Date)



Superintendent, Chris Houston

8/12/24
(Date)

Appendix A – Flexibility Component of Contract

Under O.C.G.A. § 20-2-80 and State Board Rule 160-5-1-.33, Greene 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:

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| 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 |
| Salary schedule requirements in O.C.G.A. § 20-2-212 |

Academic Programs Flexibility Rationale:

The Greene County community, educators, parents and students recognize that the landscape of education is ever-evolving. The traditional model of rigid classroom structures, fixed schedules, and uniform learning experiences no longer fully serve the diverse needs of today's students. In response, Greene County Schools are seeking academic flexibility for adaptable approaches that empower both learners and educators. Greene County's 5-year strategic plan is focused on social emotional learning, diverse learning styles, adaptability and giving Greene students a competitive edge. Social-emotional learning lies at the heart of holistic education. It encompasses skills such as communication, empathy, decision-making, and self-awareness. By encouraging our students to engage with peers, adopt new perspectives, and collaborate. Research shows that social-emotional learning positively influences academic outcomes and quality of life, even years down the road. By creating flexible environments, we invest in students' long-term well-being. Allowing Greene to utilize flexible academic instructional models will promote individual learning by allowing students to retreat to quiet corners, delve into passion projects, or recharge by learning in a more relaxed environment. The design of the new Greene County Elementary school is centered on flexible spaces using flexible instructional practices.

| ACADEMIC PROGRAMS FLEXIBILITY | | Implementation Details |
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| Remedial education program | §20-2-154 | Use of this waiver will enable GCSS to use disaggregated local and state performance data to more effectively identify students in need of remedial support without having to adhere to class size limits or specific criteria for placement in remedial classes. With this waiver, GCSS is able to serve students more effectively by revising program delivery/time requirements, models of learning, courses of study, and sequencing of curriculum based on local core competencies. The use of this waiver allows flexibility with the minimum eligible percentages for remedial education with the understanding that no additional funding is provided above the minimum percentages. |
| General and career education programs | §20-2-151 | GCSS 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. GCSS will 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 for reasons such as professional learning, financial or as unforeseen needs arise. |
| Alternative education program | §20-2-154.1 | Use of this waiver allows GCSS to implement a high-quality alternative education program aligned to the diverse and unique learning and behavioral needs of students. Additionally, use of this waiver allows GCSS to revise program delivery/time requirements, models of learning, courses of study, and sequencing of curriculum based on local competencies and individual needs in order to promote success of all students. Flexibility in this area allows GCSS to provide remediation and/or acceleration across all subject areas and grade levels to ensure all students have access to effective instruction regardless of placement or setting. |
| School climate management program | §20-2-155 | GCSS seeks exclusion from a statewide school climate management program due to reasons such as desiring autonomy over policies, differing needs or philosophies, resource allocation concerns, existing effective initiatives, flexibility in approach, or apprehensions about compliance requirements. This decision reflects a preference for tailored approaches that best suit GCSS's context and priorities. |
| Limited English proficient program | §20-2-156 | Use of this waiver will allow GCSS to more effectively identify and address the academic needs of its growing number of students with limited English proficiency. |

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| | | Flexibility in this area allows GCSS to provide quality instruction in literacy and mathematics through innovative models without constraint and limitations of state regulations. The district will schedule eligible students to receive service beyond the maximum number of segments as needed, providing flexibility with personnel, class size, and program delivery models in order to more effectively address individual needs |
| Educational Program for Gifted Students | 160-4-2-.38 | GCSS seeks flexibility to optimize our resources and provide unique opportunities for students beyond the service models described in the GaDOE Resource Manual for Gifted Education Services, including the structure and documentation for these services. GCSS seeks to offer innovative delivery models to allow the district an opportunity to provide support to individual students based on their needs. Gifted identification (Option A & B), teacher endorsements, and FTE funding rules for the gifted program will not be waived. |
| Competencies and Core Curriculum, Online Learning | §20-2-140.1 | GCSS provides multiple platforms for online learning but requests this waiver to have the flexibility to deliver instruction following the model that most closely matches individual student needs. Rather than a one-size-fits-all approach, GCSS will allow students to demonstrate core competencies in an online environment and provide flexible course times, the ability to make up extended absences and prepare students for college, career, and life. |
| Competencies and Core Curriculum, Online Learning | §20-2-142 | GCSS seeks to waive the requirement for providing mandated courses due to resource constraints, focus on other subjects, existing practices, flexibility in curriculum design, philosophical differences with state regulations, administrative burdens, or alignment with student interests. This allows GCSS to tailor its curriculum effectively while managing resources and meeting student needs. (Wave Georgia Studies, Health/PF for disabled students, and other State Graduation requirements). |
| Promotion & Retention | §20-2-283 | Use of this waiver will allow the district to establish promotion and retention criteria and protocols for making student placement decisions in a timely manner. Flexibility will allow the district to use additional measures and data points, including but not limited to, local assessments, MTSS, norm-referenced test results, course grades, to determine student placement at the end of each school year. State-mandated test results will not be the sole measure used when making promotion/retention decisions. This allows GCSS to tailor its policies to better suit its student population and educational goals while managing resources effectively. |

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| Promotion & Retention | §20-2-284 | Use of this waiver will allow the district to establish promotion and retention criteria and protocols for making student placement decisions in a timely manner. Flexibility will allow the district to use additional measures and data points, including but not limited to, local assessments, MTSS, norm-referenced test results, course grades, to determine student placement at the end of each school year. State-mandated test results will not be the sole measure used when making promotion/retention decisions. This allows GCSS to tailor its policies to better suit its student population and educational goals while managing resources effectively. |
| Graduation Requirements | 160-4-2-.48 | GCSS seeks to waive state graduation requirements due to reasons such as accommodating diverse student needs, promoting inclusive education, addressing individualized learning challenges, providing flexibility in curriculum design, or ensuring compliance with federal mandates like the Individuals with Disabilities Education Act (IDEA). Waiving these requirements could enable schools to better serve students with significant cognitive disabilities by offering alternative pathways to graduation tailored to their unique needs and abilities. GCSS also reserved the right to add to the state minimum graduation requirements (i.e. pathway completion requirement) |
| Health & Physical Education Program | 160-4-2-.12 | Use of this waiver will allow GCSS to establish an alternative path for students to meet the state standards for health and physical education. Flexibility will allow the district to develop and implement new physical fitness components and programs that will be tailored to meet the unique and diverse interests and needs of students. Waiving SB 160-4-2-.12, such as the 90 required contact hours of instruction at each grade level in K-5 would allow GCSS to use our personnel resources and instructional minutes to address other academic priorities. This waiver would not be utilized to waive instruction tied to the physical health and safety of students. |
| School Attendance, Compulsory Attendance | §20-2-690.2 | GCSS seeks to create a tiered system and appropriate interventions, leveraging student support services and focusing on strengthening parent partnership using a collaborative approach. |
| Awarding Credit | 160-5-1-.15 | GCSS seeks this waiver to allow the district to award credit based on student demonstration of competency or mastery and not seat time. Flexibility will be used to adopt alternative graduation requirements that are tailored to individual learning plans and designed to assist students in acquiring the knowledge and skills necessary to successfully transition to college, career, or military. |

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| Statewide Passing Score | 160-4-2-.13(2)(a) | GCSS seeks to waive Rule 160-4-2-.13 (2)(a) to adjust the minimum passing score while maintaining at least a 10% weight for EOC's (SB Rule 160-4-2-.13(2)(e)). GCSS will begin to phase in standards-based report cards for K-1 with the potential for a K-5 implementation. The waiver will also be used to accommodate varying student needs, such as providing additional support for struggling students and/or diverse learners. |
| Statewide Passing Score | 160-4-2-.13(2)(c) | GCSS seeks flexibility in determining passing scores for the purposes of retention and placement. GCSS will begin to phase in standards-based report cards for K-1 with the potential for a K-5 implementation and GCSS recognizes the grading scales of systems from which students transfer often creating a need for letter grade to numerical grade flexibility. |
| School Councils | §20-2-85 | GCSS seeks the ability to waive this law if it feels that the establishment of school councils could hinder its ability to manage and control GCSS effectively. While the intent of the law is to improve communication and participation of parents and the community in school management, GCSS may believe that existing structures already facilitate this involvement adequately. Waiving the law could be seen as a way to maintain the current management framework, avoiding potential conflicts or complications that may arise from the establishment of school councils. Additionally, GCSS may believe that involving external stakeholders in decision-making processes could impede efficient decision-making or lead to divergent priorities that are not aligned with GCSS's educational objectives. |
| School Councils | §20-2-86 | GCSS seeks the ability to waive this law if it feels that the establishment of school councils could hinder its ability to manage and control GCSS effectively. While the intent of the law is to improve communication and participation of parents and the community in school management, GCSS may believe that existing structures already facilitate this involvement adequately. Waiving the law could be seen as a way to maintain the current management framework, avoiding potential conflicts or complications that may arise from the establishment of school councils. Additionally, GCSS may believe that involving external stakeholders in decision-making processes could impede efficient decision-making or lead to divergent priorities that are not aligned with GCSS's educational objectives. |

Human Resources Flexibility Rationale:

Flexibility within human resources (HR) is a strategic necessity. Student needs, curriculum requirements, and teaching methodologies evolve over time. Flexibility will allow GCSS to swiftly adapt to these changes. Whether it's implementing new technology, adjusting class sizes, or accommodating diverse student populations, flexible HR policies enable timely responses. Attracting and retaining talented educators is crucial for student success. Flexible practices allow schools to tailor recruitment strategies. For instance, offering part-time positions, remote work options, or job-sharing arrangements can attract a wider pool of candidates. Retaining experienced teachers through flexible work schedules, professional development opportunities, and personalized growth plans enhances overall educational quality. Flexible HR practices encourage experimentation. GCSS can allocate time for collaborative planning, cross-disciplinary projects, and teacher-led initiatives. Recruiting and retaining the best teachers in a rural area often means adjusting teacher pay schedules to compete with large metropolitan areas. Having the flexibility to do "what it takes" to recruit and retain excellent teachers is a must in today's competitive workplace. GCSS success hinges on its ability to adapt, innovate, and prioritize student well-being. Flexible HR practices empower educators, enhance organizational resilience, and ultimately contribute to better learning outcomes.

| HUMAN RESOURCES FLEXIBILITY | | Implementation Details |
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| Certification Requirements | §20-2-108 | Waiver utilized to ensure GCSS can staff all hard to fill positions with the most capable instructor or administrator available. GCSS will need to compensate the individuals based on their unique skills and professional experience. |
| Employment, Conditions of Employment | §20-2-218 | Waiver utilized to provide instructional, behavioral, and emotional support for students who are need of additional supports that can only be delievered during lunchtime. |
| Certification Requirements | §20-2-200 | Waiver utilized to ensure GCSS can staff all hard to fill positions with the most capable instructor or administrator available. GCSS will need to compensate the individuals based on their unique skills and professional experience. |
| Certification Requirements | §20-2-204 | GCSS requests flexibility from state certification requirements (with the exception of Special Education, Gifted, ESOL, and all Service certifications) to allow for the selection of qualified applicants based on extensive content knowledge, expertise, and work experience in a particular field (e.g., science, engineering, healthcare, etc) when fully certified teachers are not available. GCSS will provide support through robust mentoring programs to ensure successful teaching and learning. Flexibility in this area allows the district to address staff shortages if they arise. |

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| Instructional Extension | §20-2-184.1 | Greene will determine instructional needs based on instructional performance data and create programs that increase the academic and social emotional performance of Greene students and provide transportation to these students as needed. |
| School Day and Year for Students and Employees | §20-2-168(c) | Since 70% of Greene County funding is locally provided based on the QBE formula, Greene will create an academic calendar that is based on its local funding availability, community and academic needs and that works with the local communities schedule. |
| School Day and Year for Students and Employees | §20-2-151 | Since 70% of Greene County funding is locally provided based on the QBE formula, Greene will create an academic calendar that is based on its local funding availability, community and academic needs and that works with the local communities schedule. |
| School Day and Year for Students and Employees | §20-2-160(a) | Since 70% of Greene County funding is locally provided based on the QBE formula, Greene will create an academic calendar that is based on its local funding availability, community and academic needs and that works with the local communities schedule. |
| Professional Learning | §20-2-167 | Greene will optimize the use of state and local funds for professional learning as determined by local staffing needs and in compliance with the strategic plan. Professional development on the implementation of new instructional standards by the State and the use of locally certified teachers may require Greene to reallocate funding to cover the needs of its staff. |
| Class-size and Reporting requirements | §20-2-182 | Since 70% of Greene County funding is locally provided based on the QBE formula and Greene is 100% free and reduced lunch, Greene has to create classes that accomodate the unique learning needs to Greene students. This ofens results in small classes with additional supports. Greene needs maximum flexibility to teaching and learning based on these conditions. |
| Instructional Extension | §20-2-184.1 | Greene will allocate extra day monies to fund and support learning programs that are needed for its 100% free and reduced lunch population. |
| Salary Schedule Requirements | §20-2-212 | Staffing in a rural county such as Greene creates many unique situations. Greene desires a waiver for this law in order to deal with situations where some programs are being eliminated while other programs are being started or expanded. Attempting to staff the CCA and comply with the governors high demand workforce creates a situation where the CCA is expanding, but one of the other schools is having to cancel a program or a pathway. Greene needs the ability to deal with these issues quickly and at the local level. |

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| Multi-year Contracts | §20-2-211 | Greene needs the ability to offer multi-year contracts to high-needs teachers and to our teacher of the year. Greene will use this strategy to create psychological security in the workplace. Greene would also like to waive the OCGA 20-2-942, but it is not an option. |
| Professional Learning | §20-2-86 | Greene will optimize the use of state and local funds for professional learning as determined by local staffing needs and in compliance with the strategic plan. Professional development on the implementation of new instructional standards by the State and the use of locally certified teachers may require Greene to reallocate funding to cover the needs of its staff. |
| Fair Dismissal Act | §20-2-940 | Greene schools need flexibility to address unique situations. Waiving certain grounds allows administrators to respond appropriately to individual cases without being overly constrained by rigid rules. This allows us to retain experienced educators or administrators which may face challenges that could lead to termination or suspension. By waiving specific grounds, Greene can retain valuable staff members who contribute significantly to the educational community. |
| Personnel Required | 160-5-1-.22 | As Greene County is 70% local funded we seek to provide staffing resources to augment positions beyond FTE count on the allotment sheet. Greene desires to be able to flex their staffing and their local schools and communities demand. |
| Professional Learning | §20-2-182(h) | Greene will optimize the use of state and local funds for professional learning as determined by local staffing needs and in compliance with the strategic plan. Professional development on the implementation of new instructional standards by the State and the use of locally certified teachers may require Greene to reallocate funding to cover the needs of its staff. |

| HUMAN RESOURCES FLEXIBILITY | | Student Improvement Outcomes |
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| Certification Requirements | §20-2-108 | Student performance data from local and state assessments will be utilized to determine teacher effectiveness. |
| Employment, Conditions of Employment | §20-2-218 | Teacher feedback and data from perception and SEL surveys will be used to determine effectiveness. |
| Certification Requirements | §20-2-200 | Student performance data from local and state assessments will be utilized to determine teacher effectiveness. |

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| Certification Requirements | §20-2-204 | Student performance data from local and state assessments will be utilized to determine teacher effectiveness. Additionally, teacher evaluation and survey data will be reviewed to identify professional learning needs and to measure professional growth. |
| Class-size and Reporting requirements | §20-2-182 | Student performance data from local and state assessments will be utilized to determine teacher effectiveness. |

Financial Flexibility Rationale:

Local rural school finance departments are continuously adapting to the changing student populations in their schools. Greene schools continue to diversify along race, language, and socioeconomic status. Schools need flexibility to adjust their financial strategies to accommodate changing student populations, such as English language learners, students with disabilities, or those from low-income backgrounds. Greene schools are currently 100% free and reduced lunch and students from extreme poverty have many different needs. Flexibility allows Greene schools to allocate resources more effectively, ensuring that every student has equal access to core educational services. It helps bridge gaps in funding and ensures that schools can meet the diverse needs of their student population. Flexibility enables schools to innovate and adapt to new educational approaches. Whether it's investing in technology, teacher training, or specialized programs, schools must have the financial freedom to explore innovative solutions.

| FINANCIAL FLEXIBILITY | | Implementation Details |
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| State Funded K-8 Subjects | §20-2-151 | GCSS seeks to waive this law to provide flexibility in structuring their educational programs. Waiving allows schools to tailor kindergarten through high school programs to local needs, student abilities, and career interests. It enables schools to allocate resources effectively, implement innovative teaching methods, and adapt to changing educational standards. Waiving also fosters collaboration between educators, parents, and policymakers to enhance student outcomes. However, schools must ensure that any modifications align with educational goals and standards set by the State Board of Education. |
| Scheduling for Instruction/Program Enrollment & Appropriations | §20-2-160 | GCSS seeks to waive this law if compliance becomes overly burdensome, diverting resources from core education. The law mandates meticulous tracking of student enrollment in instructional programs, which may not align with operational realities or educational philosophy. By seeking a waiver, schools gain flexibility to focus on |

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| | | educational outcomes rather than rigid administrative requirements, benefiting unique educational approaches and student populations. |
| State Funded K-8 Subjects | §20-2-160 | GCSS seeks to waive this law if compliance becomes overly burdensome, diverting resources from core education. The law mandates meticulous tracking of student enrollment in instructional programs, which may not align with operational realities or educational philosophy. By seeking a waiver, schools gain flexibility to focus on educational outcomes rather than rigid administrative requirements, benefiting unique educational approaches and student populations. |
| QBE Financing | §20-2-161 | GCSS seeks to waive this law to gain flexibility in budget allocation and program implementation. The law mandates specific funding formulas and program weights for various instructional programs, which may not always align with GCSS's needs or priorities. By seeking a waiver, GCSS can potentially have more control over its budget and allocate resources according to its unique circumstances, such as addressing specific student needs or investing in innovative educational approaches. This flexibility allows GCSS to better tailor its programs to ensure quality education while adapting to changing circumstances over time. |
| Categorical Allotment requirements | §20-2-167 | GCSS seeks to waive this law to have more flexibility in budget management. The law mandates that all anticipated revenues must be designated among various funds or accounts within GCSS system's budget, with limitations on establishing reserve funds or capital accumulation funds. By seeking a waiver, GCSS can potentially have greater autonomy in managing its finances, including the ability to allocate funds more dynamically to address specific needs or unexpected expenses. This flexibility allows GCSS to respond more effectively to changing circumstances without being constrained by rigid budgetary requirements. Additionally, waiving the law may enable GCSS to better align its financial resources with its educational priorities and long-term planning objectives. |
| Direct Classroom Expenditure Control | §20-2-171 | GCSS seeks to waive this law if it finds it challenging to meet the required minimum of 65 percent of total operating expenditures on direct classroom expenditures. This requirement may strain GCSS's budget, particularly if it is already facing financial constraints or if it prioritizes investments in areas other than direct classroom activities. Additionally, if GCSS experiences unexpected increases in non-classroom-related costs, such as energy or fuel, it may seek a hardship waiver to avoid penalties for non-compliance. By waiving this law, GCSS retains flexibility in allocating funds according to |

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| | | its perceived needs and priorities, potentially allowing for a more balanced distribution of resources across various aspects of education and school operations. |
| Categorical Allotment requirements | §20-2-183 | GCSS seeks to waive this law to gain more control over its budget allocation for maintaining and operating facilities. By waiving this law, GCSS can potentially allocate funds originally designated for facility maintenance and operation to other areas deemed more pressing, such as improving educational programs, hiring additional staff, or investing in technology. This flexibility allows GCSS to address immediate needs or pursue strategic initiatives without being bound by predetermined allocations for facility-related expenses. Additionally, waiving the law may provide GCSS with the ability to adapt its budget to changing circumstances or priorities, leading to more efficient resource utilization and potentially enhancing the overall educational experience for students. |
| Categorical Allotment requirements | §20-2-184 | GCSS seeks to waive this law to have more flexibility in budget allocation. By waiving this law, GCSS could potentially allocate funds originally designated for media specialists' salaries and media center materials and equipment to other pressing needs. This flexibility allows GCSS to address immediate needs or pursue strategic initiatives without being bound by predetermined allocations for media-related expenses. Additionally, waiving the law may provide GCSS with the ability to adapt its budget to changing circumstances or priorities, leading to more efficient resource utilization and potentially enhancing the overall educational experience for students. |
| Categorical Allotment requirements | §20-2-185 | GCSS seeks to waive this law to have more flexibility in managing its budget. By waiving the requirement, GCSS could potentially allocate funds originally designated for assistant principals' salaries, secretaries' salaries, and administrative office costs to other critical areas, such as hiring additional teachers, investing in educational resources, or implementing new programs. This flexibility allows GCSS to adapt its budget to meet evolving needs and priorities, thereby maximizing resources for the benefit of students and staff. Additionally, waiving the law may enable GCSS to address budgetary constraints or unexpected expenses more effectively, ensuring efficient operation and the delivery of quality education services. |
| Categorical Allotment requirements | §20-2-186 | GCSS seeks to waive this law to have more flexibility in managing its budget and personnel resources. By waiving the requirement, GCSS could potentially allocate funds originally designated for superintendent, assistant superintendent, principal, secretary, accountant, and nurse salaries to other critical areas, such as hiring |

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| | | <p>additional teachers, investing in educational resources, or implementing new programs. This flexibility allows GCSS to adapt its budget to meet evolving needs and priorities, thereby maximizing resources for the benefit of students and staff. Additionally, waiving the law may enable GCSS to address budgetary constraints or unexpected expenses more effectively, ensuring efficient operation and the delivery of quality education services. However, it's essential to consider the potential impact on school operations and personnel when waiving such requirements.</p> |
| <p>Common Minimum Facility Requirements</p> | <p>§20-2-260</p> | <p>GCSS seeks to waive this law to have more flexibility in managing its capital outlay funds and construction projects. By waiving this requirement, GCSS could potentially expedite the construction process or address urgent facility needs without being bound by the specific regulations outlined in the law. This flexibility allows GCSS to respond more effectively to changing circumstances, such as unexpected increases in student enrollment, facility damage due to natural disasters, or the need to replace hazardous structures. Additionally, waiving this law could provide GCSS with greater autonomy in prioritizing construction projects based on its unique needs and circumstances, rather than being strictly bound by state-mandated guidelines. However, it's essential to ensure that any waiver of this law does not compromise the safety, accessibility, or quality of educational facilities provided to students.</p> |
| <p>Direct Classroom Expenditures & Expenditure Controls</p> | <p>§20-2-411</p> | <p>GCSS seeks to waive this law to gain more autonomy over its finances. Waiving allows schools to allocate funds according to their specific needs and priorities, such as investing in educational resources, improving facilities, or hiring additional personnel. It provides flexibility in managing budgets and adapting to changing circumstances without being constrained by rigid regulations. However, schools must ensure responsible financial management and accountability to maintain the integrity of public funds and uphold educational standards.</p> |