

STRATEGIC WAIVER SCHOOL SYSTEM CONTRACT FOR SOCIAL CIRCLE CITY

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

WHEREAS, the Social Circle City 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:

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.

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.

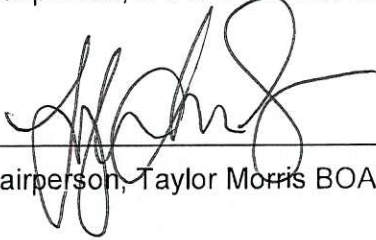
17. **Termination.** The State Board may terminate this Contract for reasonable cause upon ninety (90) days written notice to the Local Board for reasonable cause. Reasonable cause includes the following:
- a. The SWSS's failure to adhere to any material term of this Contract, including the accountability 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.

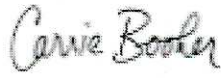
SWSS CONTRACT FOR SOCIAL CIRCLE CITY


Chairperson, STATE BOARD OF EDUCATION

7/16/24
(Date)


Chairperson, Taylor Morris BOARD OF EDUCATION

8/04/24
(Date)


Superintendent, Carrie Booher

07/30/2024
(Date)

Appendix A – Flexibility Component of Contract

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

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 Social Circle City School District will provide an excellent and equitable education for all students through innovative course design to maximize student learning and meet unique student needs or interests. Using the Portrait of a Graduate as our guide, the district will facilitate the implementation of meaningful and relevant instructional models, provide engaging educational experiences, and offer a variety of career pathways, all designed to maximize student growth as indicated by student achievement measures.

ACADEMIC PROGRAMS FLEXIBILITY		Implementation Details
General and career education programs	\$20-2-151	Flexibility will allow the district and schools to devise delivery models, time requirements, and staffing that meet students needs in the areas such as Early Intervention, Remedial Education, English Language Learners and/or Gifted services to ensure services are equitable and support individual students based on need. The system will use universal screeners, diagnostic screeners, Gifted assessments to

		properly identify the needs of all students to receive EIP, Gifted, or ELL services. The district waives the requirements for delivery of educational program services; creates flexibility to serve additional students through a program of need without eligibility (EIP, REP, ESOL, Gifted, etc...) as long as it is not reported to gain FTE and follows the GaDOE EIP guidance document, state guidelines for Gifted Services and federal requirements for ELL.
Remedial education program	§20-2-154	Flexibility will allow the district to establish programs that meet the needs of each student in the district including revising program delivery/time requirements, models of learning, courses of study and sequencing of curriculum around locally developed competencies. This is a waiver of the minimum eligible percentages for remedial education. The district acknowledges additional funding is not provided above the minimum percentages.
Alternative education program	§20-2-154.1	Flexibility will allow the district to establish programs that meet the needs of students in the district. The district and schools will have the ability to revise program delivery/time requirements, models of learning, courses of study and sequencing of curriculum around locally developed competencies. This will allow students to receive acceleration and/or remediation based on individual needs per subject.
School climate management program	§20-2-155	Flexibility will allow the district to apply the state-wide school climate management plan based on specific student, school and district needs.
Limited English proficient program	§20-2-156	Flexibility will allow the district to serve students based on needs, which may exceed the state established segment maximums. Schools will have the flexibility related to staff, class size and program delivery.
Educational Program for Gifted Students	160-4-2-.38	Flexibility will allow the district and schools to devise delivery models, time requirements, and staffing that meet students needs in the areas such as Early Intervention, Remedial Education, English Language Leaders and/or Gifted services to ensure services are equitable and support individual students based on need. This waives the requirements for delivery of educational program services; creates flexibility to serve additional students through a program of need without eligibility (EIP, REP, ESOL, Gifted, etc...) as long as it is not reported to gain FTE and follows the GaDOE EIP guidance document, state guidelines for Gifted Services and federal requirements for ELL.

General and career education programs	§20-2-151	Flexibility will allow the district and schools to devise delivery models, time requirements, and staffing that meet students needs in the areas such as Early Intervention, Remedial Education, English Language Learners and/or Gifted services to ensure services are equitable and support individual students based on need.
Organization of Schools; School Administrative Managers	§20-2-290	Provide the flexibility to hire School Administrative Managers in lieu of or in addition to an Assistant Principal
Middle School Program Criteria	160-4-2-.05	Flexibility will allow schools to devise instructional and operational plans in response to student needs, without limitation based on state-determined organizational and time requirements.
Middle School Program Criteria	160-4-2-.05	Flexibility will allow schools to devise instructional and operational plans in response to student needs, without limitation based on state-determined organizational and time requirements.
Competencies and Core Curriculum, Online Learning	§20-2-140.1	Flexibility will allow the district and schools to revise courses of study and sequencing of curriculum around locally developed competencies. This will allow the district to provide support based on individual student needs.
Competencies and Core Curriculum, Online Learning	§20-2-142	Flexibility will allow the district and schools to revise courses of study and sequencing of curriculum around locally developed competencies. This will allow the district to provide support based on individual student needs.
Promotion & Retention	§20-2-283	Flexibility will allow the district to establish promotion and retention criteria, as well as protocols for making placement decisions in a timely manner.
Promotion & Retention	§20-2-284	Flexibility will allow the schools to use or not use Milestones assessment results when making determinations regarding promotion and retention recommendations based on student's individual needs and will use multiple data points (i.e., grades, nationally normed assessments, local assessments) to make determinations. Schools will not use one single data point to make promotion & retention decisions.
Graduation Requirements	160-4-2-.48	Flexibility will allow the district to adopt alternative graduation requirements that are equivalent to or higher than current state requirements. Also, schools will have flexibility to award credit based on mastery rather than seat time. This will assist students in acquiring the knowledge and skills necessary to be successful as they continue their education at the postsecondary level and/or enter the workforce.
Health & Physical Education Program	160-4-2-.12	Flexibility will allow schools and the district to waive the minimum contact hours for Health/PE and allows local flexibility with demonstration of standards as long as such

		action does not prevent the protection of students' physical health and safety (examples include JROTC and Marching Band).
School Attendance, Compulsory Attendance	§20-2-690.2	Flexibility will allow schools and the district to devise protocols for managing student attendance issues and application of the attendance protocol
School Attendance, Compulsory Attendance	§20-2-690.2	Flexibility will allow schools and the district to devise protocols for managing student attendance issues and application of the attendance protocol.
Awarding Credit	160-5-1-.15	Flexibility will allow schools greater ability to award credit based on student demonstration of competency for the purpose of substitution of equivalent or higher level requirements which will assist students in acquiring the knowledge and skills necessary to be successful as they continue their education at the postsecondary level and/or enter the workforce.
Statewide Passing Score	160-4-2-.13(2)(a)	Flexibility will allow the district to establish criteria for minimum passing scores of 10% for all courses and to determine how a student's performance on Georgia Milestones End of Course assessments may affect their final grade for the course.
Statewide Passing Score	160-4-2-.13(2)(c)	Flexibility will allow the district to establish criteria for minimum passing scores of 10% for all courses and to determine how a student's performance on Georgia Milestones End of Course assessments may affect their final grade for the course.
Public School Choice	§20-2-2131	Flexibility will allow the district to expand public school choice.
School Councils	§20-2-85	Flexibility will allow schools and the district to determine the need for school councils and flexibility on the established roles and responsibilities.
School Councils	§20-2-86	Flexibility will allow schools and the district to determine the need for school councils and flexibility on the established roles and responsibilities.
Instruction in social graces and etiquette may be waived	§20-2-187(b)	Flexibility will allow schools to determine how to provide social graces and etiquette, which may include nutrition, hygiene, etiquette and/or social graces based on specific student needs.

Human Resources Flexibility Rationale:

The Social Circle City School District is committed to empowering students with an excellent and equitable education. To achieve this goal, the district highly values the traditional preparation of school educators and seeks to explore opportunities for enhancing classroom instruction and student support by broadening its employment practices to include professional practitioners from diverse

fields. Furthermore, the district aims to ensure that all employees receive competitive compensation, recognizing the significance of their prior non-teaching responsibilities in relation to their teaching or support assignments.

HUMAN RESOURCES FLEXIBILITY		Implementation Details
Class-size and Reporting requirements	§20-2-182	Flexibility will allow schools to better manage human resources to meet student needs and enable the district to better manage financial resources in support of school staffing needs.
Personnel Required	160-5-1-.22	Flexibility will allow the district to allocate state funds for the employment of personnel based on district and school needs and priorities, rather than the state allotment sheet.
Employment, Conditions of Employment	§20-2-218	Flexibility will allow schools to utilize staff as needed via a rotating duty schedule to meet the needs of students as it relates to the Duty-Free Lunch and Teacher Planning period. The district recognizes the social-emotional benefits for staff as it relates to a Duty-Free Lunch and strives to integrate a rotating schedule for staff. Additionally, the district intentionally embeds Extended Planning Days into the school calendar to provide teachers with uninterrupted planning time.
Salary Schedule Requirements	§20-2-212	Flexibility will allow the district to devise a salary schedule that will help schools attract and retain high-quality personnel.
Certification Requirements	§20-2-108	Flexibility will allow the schools and the district to select qualified applicants based on knowledge and expertise, particularly in regard to difficult to fill positions, without limitation based on certification requirements.
Certification Requirements	§20-2-200	Flexibility will allow the schools and the district to select qualified applicants based on knowledge and expertise, particularly in regard to difficult to fill positions, without limitation based on certification requirements.
Certification Requirements	§20-2-201	Flexibility will allow the schools and the district to select qualified applicants based on knowledge and expertise, particularly in regard to difficult to fill positions, without limitation based on certification requirements.
Certification Requirements	§20-2-204	Flexibility will allow the schools and the district to select qualified applicants based on knowledge and expertise, particularly in regard to difficult to fill positions, without limitation based on certification requirements.
School Day and Year for Students and Employees	§20-2-151	Flexibility will allow schools and the district to focus time on areas that are a priority for improving student achievement. Flexibility will allow the district to design the school

		calendar based on local priorities such as extended planning days or professional learning days to enhance instruction of new standards or resources designed to maximize student learning outcomes.
School Day and Year for Students and Employees	§20-2-160(a)	Flexibility will allow schools and the district to focus time on areas that are a priority for improving student achievement. Flexibility will allow the district to schedule instruction based on student needs rather than seat time, without programmatic restrictions tied to state funding based on local priorities and individual needs.
School Day and Year for Students and Employees	§20-2-168(c)	Flexibility will allow schools to focus time on areas that are a priority for improving student achievement and allow the district to design the school calendar based on local priorities and individual students aligned to the district's updated Strategic Plan and recently designed Portrait of a Graduate.
Instructional Extension	§20-2-184.1	Flexibility will allow the district to utilize state funds allocated for the instructional extension program using multiple modes of delivery in a variety of settings and timelines designed to meet student needs. Waives the requirement for using funds to support the academic needs of the lowest performing students beyond the school day (Saturday classes, before/after school tutorials, intercession, summer school, etc...); allows for local flexibility in using these funds, as needed.
Use of Guidance Counselor	160-4-8-.05	Flexibility will allow the district to utilize guidance counselors to provide additional student support not currently identified as counseling as it aligns to the district's Strategic Plan and Portrait of a Graduate. The requirement that a counselor spend 5 of 6 segments daily directly involved in counseling and guidance duties is waived; counselors can spend more than one segment daily on RTI, PBIS, SST, testing, etc...
Media Programs	160-4-4-.01	Flexibility will allow schools and the district to determine the needs of each school's media program (i.e., STEAM activities, digital citizenship, etc.) as it aligns to the district's Strategic Plan and Portrait of a Graduate.
Fair Dismissal Act	§20-2-940	Flexibility will allow the district to implement due process requirements for termination/non-renewal of an ineffective, tenured, certified employee. Flexibility expedites the replacement of poor-performing employees and supports higher academic gains.
Fair Dismissal Act	§20-2-941	Flexibility will allow the district to make staffing decisions and issue a Notice of nonrenewal based on staffing needs designed to meet the needs of students.
Fair Dismissal Act	§20-2-942	Flexibility allows the district to establish a Procedure for nonrenewal based on the needs of students rather than tenure.

Fair Dismissal Act	§20-2-943	Flexibility allows the district to make staffing decisions based on student need.
Fair Dismissal Act	§20-2-944	Flexibility allows the district to develop and implement a process for issuance and appeals of Letters of Reprimand.
Fair Dismissal Act	§20-2-946	Flexibility allows the district to make staffing decisions based on student need. Waives due process requirements for termination/non-renewal of an ineffective, tenured, certified employee; expedites replacement of poor-performing employees and supports higher academic gains.
Fair Dismissal Act	§20-2-947	Flexibility allows the district to make staffing decisions based on student need. Waives due process requirements for termination/non-renewal of an ineffective, tenured, certified employee; expedites replacement of poor-performing employees and supports higher academic gains.
Fair Dismissal Act	§20-2-948	Flexibility allows the district to make staffing decisions based on student need. Waives due process requirements for termination/non-renewal of an ineffective, tenured, certified employee; expedites replacement of poor-performing employees and supports higher academic gains.
Professional Learning	§20-2-86	Flexibility will allow schools and the district to determine the need for school councils and flexibility on the established roles and responsibilities.
Professional Learning	§20-2-167	Flexibility will allow schools and the district to provide professional learning aligned to improvement areas.
Professional Learning	§20-2-182(h)	Flexibility will allow the district to devise a salary schedule that will help schools attract and retain high-quality personnel.
Professional Learning	§20-2-217	Flexibility will allow the district to devise a salary schedule that will help schools attract and retain high-quality personnel.
Professional Learning	§20-2-204	Flexibility will allow the district to devise a salary schedule that will help schools attract and retain high-quality personnel.
Multi-year Contracts	§20-2-211	Flexibility will allow the district to make staffing decisions and issue a Notice of Nonrenewal based on staffing needs designed to meet the needs of students.
Certification Requirements	§20-2-108	Flexibility will allow the schools and the district to select qualified applicants based on knowledge and expertise, particularly in regard to difficult to fill positions, without limitation based on certification requirements.
School Bus Drivers	160-5-3-.08	Flexibility will allow the district to hire and employ bus drivers while maintaining the safety of students and staff members and not waiving the Ga DDS license requirement.

Substitute Teachers requirements	§20-2-216	Flexibility will allow the district to employ retired or former teachers from other states as substitutes for short and long term assignments.
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HUMAN RESOURCES FLEXIBILITY		Student Improvement Outcomes
Class-size and Reporting requirements	§20-2-182	Schools can more effectively match staff expertise with student needs, providing additional support for struggling learners or offering enrichment opportunities for advanced students enhances the learning experience and promotes academic growth. Schools can allocate resources where they are most needed to ensure students have access to the necessary support and resources to succeed academically. Schools can foster a culture of innovation and collaboration among staff members when they have the flexibility to experiment with different teaching approaches or interdisciplinary projects. This dynamic environment encourages creativity and keeps educators motivated to continuously improve their practice, benefiting student learning outcomes. By strategically managing human resources, districts can maximize the impact of their investments in education ensures that resources are directed toward initiatives and programs that have the greatest positive impact on student achievement.
Employment, Conditions of Employment	§20-2-218	Flexibility in utilizing staff to meet the needs of students, particularly as it relates to Duty Free Lunch and teacher planning periods, can positively impact student learning in several ways. With the flexibility to adjust schedules, schools can provide more opportunities for teacher collaboration allowing educators to share best practices, develop innovative teaching strategies, and align instructional approaches, ultimately enhancing the quality of instruction and student learning experiences. Flexibility in staffing allows schools to ensure adequate supervision and support for students during lunch periods and other non-instructional times leading to safer where students feel supported and valued, facilitating a positive school climate conducive to learning. Utilizing staff during non-instructional times can optimize teacher effectiveness, enhance student support, and contribute to a positive learning environment, ultimately leading to improved student learning outcomes.
Certification Requirements	§20-2-108	Waiving certification requirements of the Professional Standards Commission and allowing candidates to attain highly qualified status through various avenues such as knowledge, experience, and education can have a positive impact on student learning. Bringing professionals from fields such as science and engineering into teaching roles can offer unique perspectives and insights that enrich classroom discussions and learning experiences. Candidates with backgrounds in specific fields can offer specialized knowledge and skills that may enhance the quality of instruction in STEM

		subjects and other areas. Waiving certification requirements may help address shortages of qualified teachers, particularly in high-demand subject areas where traditional educators may be scarce. Professionals from non-traditional teaching backgrounds may be better equipped to demonstrate real-world applications of academic concepts, making learning more engaging and relevant for students.
Certification Requirements	§20-2-200	Waiving certification requirements of the Professional Standards Commission and allowing candidates to attain highly qualified status through various avenues such as knowledge, experience, and education can have a positive impact on student learning. Bringing professionals from fields such as science and engineering into teaching roles can offer unique perspectives and insights that enrich classroom discussions and learning experiences. Candidates with backgrounds in specific fields can offer specialized knowledge and skills that may enhance the quality of instruction in STEM subjects and other areas. Waiving certification requirements may help address shortages of qualified teachers, particularly in high-demand subject areas where traditional educators may be scarce. Professionals from non-traditional teaching backgrounds may be better equipped to demonstrate real-world applications of academic concepts, making learning more engaging and relevant for students.
Certification Requirements	§20-2-201	Waiving certification requirements of the Professional Standards Commission and allowing candidates to attain highly qualified status through various avenues such as knowledge, experience, and education can have a positive impact on student learning. Bringing professionals from fields such as science and engineering into teaching roles can offer unique perspectives and insights that enrich classroom discussions and learning experiences. Candidates with backgrounds in specific fields can offer specialized knowledge and skills that may enhance the quality of instruction in STEM subjects and other areas. Waiving certification requirements may help address shortages of qualified teachers, particularly in high-demand subject areas where traditional educators may be scarce. Professionals from non-traditional teaching backgrounds may be better equipped to demonstrate real-world applications of academic concepts, making learning more engaging and relevant for students.
Certification Requirements	§20-2-204	Waiving certification requirements of the Professional Standards Commission and allowing candidates to attain highly qualified status through various avenues such as knowledge, experience, and education can have a positive impact on student learning. Bringing professionals from fields such as science and engineering into teaching roles can offer unique perspectives and insights that enrich classroom discussions and learning experiences. Candidates with backgrounds in specific fields can offer specialized knowledge and skills that may enhance the quality of instruction in STEM

Certification Requirements	§20-2-108	subjects and other areas. Waiving certification requirements may help address shortages of qualified teachers, particularly in high-demand subject areas where traditional educators may be scarce. Professionals from non-traditional teaching backgrounds may be better equipped to demonstrate real-world applications of academic concepts, making learning more engaging and relevant for students. Waiving certification requirements of the Professional Standards Commission and allowing candidates to attain highly qualified status through various avenues such as knowledge, experience, and education can have a positive impact on student learning. Bringing professionals from fields such as science and engineering into teaching roles can offer unique perspectives and insights that enrich classroom discussions and learning experiences. Candidates with backgrounds in specific fields can offer specialized knowledge and skills that may enhance the quality of instruction in STEM subjects and other areas. Waiving certification requirements may help address shortages of qualified teachers, particularly in high-demand subject areas where traditional educators may be scarce. Professionals from non-traditional teaching backgrounds may be better equipped to demonstrate real-world applications of academic concepts, making learning more engaging and relevant for students.
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Financial Flexibility Rationale:

The Social Circle City School District is committed to aligning all spending priorities with the district's strategic plan aimed at enhancing student achievement. Recognizing that state revenue sources are contributing a decreasing percentage of the actual cost of operating schools at a high level, the district will strategically leverage this reduction in spending constraints to prioritize the core mission of teaching and learning. This approach is in alignment with the overarching goal of Social Circle City Schools to empower students with an excellent and equitable education.

FINANCIAL FLEXIBILITY		Implementation Details
Direct Classroom Expenditure Control	§20-2-171	Flexibility will allow the district to develop a budget based on system and school improvement plans and the district strategic plan, without limitation based on state-required use of funds.

Scheduling for Instruction/Program Enrollment & Appropriations	§20-2-160	Flexibility will allow the district to receive all earned QBE funding, while also allowing the district to deliver various programs and services without programmatic restrictions tied to state funding.
QBE Financing	§20-2-161	Flexibility will allow the district to develop a budget based on system and school improvement plans and the district strategic plan, without limitation based on state-required use of funds.
Categorical Allotment requirements	§20-2-167	Flexibility will allow the district to expend funds based on district and school improvement plans, rather than state-required categories.
Categorical Allotment requirements	§20-2-183	Flexibility will allow the district to expend funds based on district and school improvement plans, rather than state-required categories.
Categorical Allotment requirements	§20-2-184	Flexibility will allow the district to expend funds based on district and school improvement plans, rather than state-required categories.
Categorical Allotment requirements	§20-2-185	Flexibility will allow the district to expend funds based on district and school improvement plans, rather than state-required categories.
Categorical Allotment requirements	§20-2-186	Flexibility will allow the district to expend funds based on district and school improvement plans, rather than state-required categories.
Common Minimum Facility Requirements	§20-2-260	Flexibility will allow the district to not expand facility common areas when additional classrooms are added while prioritizing the health and safety of students after consultation with Georgia Department of Education Director of Facilities Services and to the extent that the waiver does not affect state capital outlay funding determinations.
Direct Classroom Expenditures & Expenditure Controls	§20-2-411	Flexibility will allow the district to develop a budget based on system and school improvement plans and the district strategic plan, without limitation based on state-required use of funds provided funds are used exclusively for educational purposes.
State Funded K-8 Subjects	§20-2-151	Flexibility will allow schools and the district to focus time on areas that are a priority for improving student achievement. Flexibility will allow the district to design the school calendar based on the district's Strategic Plan and Portrait of a Graduate. Flexibility will allow the district to design the school calendar based on local priorities such as extended planning days or professional learning days to enhance instruction of new standards or resources designed to maximize student learning outcomes.
State Funded K-8 Subjects	§20-2-160	Flexibility will allow the district to receive all earned QBE funding, while also allowing the district to deliver various programs and services without programmatic restrictions tied to state funding.