

STRATEGIC WAIVER SCHOOL SYSTEM CONTRACT FOR ROCKDALE COUNTY

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

WHEREAS, the Rockdale 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:
Rockdale Career Academy

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.

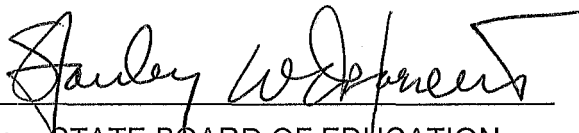
20. **Delegation.** The Parties agree and acknowledge that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the Parties.

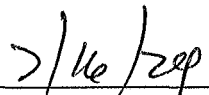
21. **Application of Amended Law.** This Contract is subject to applicable federal and state laws, rules, regulations, and state accountability requirements. Any amendments to laws, rules, regulations, or state accountability requirements cited

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.

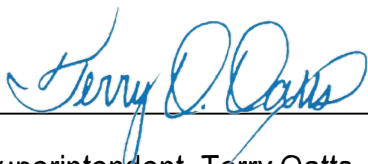
SWSS CONTRACT FOR ROCKDALE COUNTY


Chairperson, STATE BOARD OF EDUCATION


(Date)


Chairperson, Pamela J. Brown BOARD OF EDUCATION

September 4, 2024
(Date)


Superintendent, Terry Oatts

September 4, 2024
(Date)

Appendix A – Flexibility Component of Contract

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

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:

NA

ACADEMIC PROGRAMS FLEXIBILITY		Implementation Details
Competencies and Core Curriculum, Online Learning	§20-2-140.1	NA
Competencies and Core Curriculum, Online Learning	§20-2-142	NA
General and career education programs	§20-2-151	NA

Promotion & Retention	§20-2-283	NA
Promotion & Retention	§20-2-284	NA
Organization of Schools; School Administrative Managers	§20-2-290	NA
Graduation Requirements	160-4-2-.48	NA
Competencies and Core Curriculum, Online Learning	§20-2-140.1	As a 1-to-1 device district, we have long leveraged technology to enable our students to access the appropriate curriculum remotely and otherwise. We will continue to avail ourselves of this waiver flexibility as may be warranted.
Competencies and Core Curriculum, Online Learning	§20-2-140.1	As a 1-to-1 device district, we have consistently leveraged technology to enable students access to the appropriate curriculum. We will continue to leverage this waiver as warranted.
Competencies and Core Curriculum, Online Learning	§20-2-142	As a 1-to-1 device district, we effectively leverage technology to ensure access to the appropriate curriculum for our district's students. We will continue to leverage this waiver as may be warranted.
General and career education programs	§20-2-151	As a district, we are committed to carefully weighing the potential benefit of availing ourselves of relevant flexibility waivers of academic programs rules/laws.
Promotion & Retention	§20-2-283	In utilizing this specific flexibility waiver, our district will ensure a clear and comprehensive rubric for promotion/retention that takes into consideration a wide range of data points beyond mere performance on high-stakes standardized achievement assessments.
Promotion & Retention	§20-2-284	In utilizing this specific flexibility waiver, our district will ensure a clear and comprehensive rubric for promotion/retention that takes into consideration a wide range of data points beyond mere performance on high-stakes standardized achievement assessments.
Organization of Schools; School Administrative Managers	§20-2-290	The organization of our school district's grade bands are important as is having flexibility to hire additional personnel to handle non-instructional work tasks. This flexibility is important to retain to allow for innovative practices in school organization and/or reorganization.
School Attendance, Compulsory Attendance	§20-2-690.2	Maintaining flexibility in the establishment of attendance procedures and protocols is critically important to ensuring accountability regarding regular attendance and academic performance.

School Councils	§20-2-85	As a district, we value parental and other stakeholder involvement in continuous improvement, and school councils, as advisory bodies, are important resources for school districts.
School Councils	§20-2-86	As a district, we value parental and other stakeholder involvement in continuous improvement, and school councils, as advisory bodies, are important resources for school districts.
Middle School Program Criteria	160-4-2-.05	Retaining sufficient flexibility in the organization of middle school programs is critically important to ensuring that middle school students receive an appropriately robust curriculum that optimally prepares them for eventual and successful transition to high school.
Health & Physical Education Program	160-4-2-.12	Providing students a comprehensive health and physical education program is essential to students' overall physical and mental health. It is important to adhere to all applicable laws that mandate specific parameters where health and physical education are concerned.
Statewide Passing Score	160-4-2-.13(2)(a)	Such flexibility regarding statewide passing scores is essential to ensuring appropriate parameters for the assignment of grades. The flexibility granted by the SBOE regarding the minimum EOC weight of 10% is an example of wise flexibility.
Statewide Passing Score	160-4-2-.13(2)(c)	Such flexibility regarding statewide passing scores is essential to ensuring appropriate parameters for the assignment of grades to include ensuring that, where letter grades are assigned, a corresponding numerical grade range is indicated.. The flexibility granted by the SBOE regarding the minimum EOC weight of 10% is an example of wise flexibility.
Educational Program for Gifted Students	160-4-2-.38	Flexibility regarding the various state approved gifted service delivery models and accompanying gifted teacher endorsement is essential to ensuring equitable outcomes for gifted students while ensuring adherence to the related mandates around gifted funding, etc.,.
Graduation Requirements	160-4-2-.48	Retaining appropriate flexibility with regard to ensuring that students meet graduation requirements by taking all required courses or equivalents as well as ensuring requirements are met for alternate diplomas is essential.
Awarding Credit	160-5-1-.15	Affording flexibility in awarding credit within defined parameters is essential to ensuring that students remain on track for successful high school completion having achieved the requisite units to graduate.

Driver education courses	§20-2-151.2	Retaining the discretion to award a half unit of elective credit for the completion of a driver education course provided by a duly licensed provider is beneficial to student drivers.
Remedial education program	§20-2-154	This is an important flexibility waiver that affords districts greater latitude with respect to scheduling REP segments for students requiring additional instructional support.
Alternative education program	§20-2-154.1	Retaining such flexibility regarding alternative school offerings, assignments, and structure is essential to affording students equitable learning opportunities to meet their unique needs.
School climate management program	§20-2-155	The flexibility for districts to avail themselves of SBOE resources and technical assistance is important.
Limited English proficient program	§20-2-156	Retaining appropriate flexibility in the provision of services to LEP student populations is essential to ensuring their success.
Instruction in social graces and etiquette may be waived	§20-2-187(b)	Such a flexibility waiver is beneficial to districts as they seek to accommodate a wide range of required and elective course offerings that enable students to complete their high school education.
Public School Choice	§20-2-2131	Extending such flexibility is essential to affording school districts the appropriate discretion in managing student enrollment patterns, in part, as a means to ensure equitable learning opportunities for students.

Human Resources Flexibility Rationale:
NA

HUMAN RESOURCES FLEXIBILITY		Implementation Details
Certification Requirements	§20-2-108	NA
School Day and Year for Students and Employees	§20-2-151	NA
School Day and Year for Students and Employees	§20-2-160(a)	NA

School Day and Year for Students and Employees	§20-2-168(c)	NA
Class-size and Reporting requirements	§20-2-182	NA
Certification Requirements	§20-2-200	NA
Certification Requirements	§20-2-201	NA
Certification Requirements	§20-2-204	NA
Multi-year Contracts	§20-2-211	NA
Salary Schedule Requirements	§20-2-212	NA
Employment, Conditions of Employment	§20-2-218	NA
Fair Dismissal Act	§20-2-940	NA
Media Programs	160-4-4-.01	NA
Use of Guidance Counselor	160-4-8-.05	NA
Personnel Required	160-5-1-.22	NA
School Bus Drivers	160-5-3-.08	NA
Certification Requirements	§20-2-108	Working closely with HR, our district would thoroughly vet alternatively credentialed candidate prospects on a case-by-case and course-by-course basis to determine employment viability.
School Day and Year for Students and Employees	§20-2-151	Retaining this flexibility is critically important to affording districts the autonomy/discretion to create a calendar that achieves its strategic priorities and maximizes staff accordingly.
School Day and Year for Students and Employees	§20-2-160(a)	Retaining flexibility regarding the execution of the FTE count within the flexible window indicated by the GADOE is very beneficial to districts.
Class-size and Reporting requirements	§20-2-182	The decision on how and when to utilize this flexibility will be taken with great care on a class-by-class and course-by-course basis.
Professional Learning	§20-2-167	All necessary flexibility will be utilized in ensuring that the strategic professional learning priorities are met consistent with the district's strategic plan.

Professional Learning	§20-2-182(h)	Any flexibility regarding the funding for strategic professional learning priorities is important and necessary.
Instructional Extension	§20-2-184.1	Retaining flexibility regarding funding additional days of instruction is a high priority flexibility waiver, and the decision to afford instructional extension will be made judiciously.
Certification Requirements	§20-2-200	Such flexibility of certification requirements empowers educational leaders.
Certification Requirements	§20-2-201	Maintaining such flexibility in the application of this waiver is critically important.
Professional Learning	§20-2-204	The decision as to utilizing paraprofessional and/or permitted personnel will be made judiciously.
Multi-year Contracts	§20-2-211	The application of this waiver will be implemented with judiciousness and great care. Contract issuance for certified personnel is important, and recent case law regarding the binding nature of a charter district's waivers pertaining to the content of contracts makes this waiver all the more important.
Salary Schedule Requirements	§20-2-212	Retaining flexibility of salary schedule requirements is very important for districts. Such flexibility will be implemented with consistency and fidelity with equitable application as the priority.
Substitute Teachers requirements	§20-2-216	Such flexibility involving substitute teacher requirements is essential to ensuring the continuity of instruction in the absence of the certified teacher of record.
Professional Learning	§20-2-217	This flexibility is essential particularly in furtherance of establishing a viable para-to-teacher pipeline to combat the national teacher shortage.
Employment, Conditions of Employment	§20-2-218	The flexibility waiver regarding duty-free-lunch will be utilized rarely and only when it is determined to be in the best interest of our students.
Professional Learning	§20-2-86	Such flexibility is important in ensuring appropriate regulation of the shared governance principle. As advisory bodies, school councils are important vehicles for constructive stakeholder engagement.
Fair Dismissal Act	§20-2-940	Retaining this flexibility waiver is critically important to empowering school and ultimately district leaders to make the best personnel decisions for students. Our implementation of this waiver includes establishing a clear and coherent process for affording our personnel due process in the absence of the applicability of 20-2-940 but that does not unduly constrain our personnel decision-making as 20-2-940 did.
Fair Dismissal Act	§20-2-941	N/A [Repealed] Notice of nonrenewal of contract of employment for ensuing year

HUMAN RESOURCES FLEXIBILITY		Student Improvement Outcomes
Competencies and Core Curriculum, Online Learning	§20-2-140.1	NA
Competencies and Core Curriculum, Online Learning	§20-2-142	NA
General and career education programs	§20-2-151	NA
Promotion & Retention	§20-2-283	NA
Promotion & Retention	§20-2-284	NA
Organization of Schools; School Administrative Managers	§20-2-290	NA
Graduation Requirements	160-4-2-.48	NA
Certification Requirements	§20-2-108	The certification requirements waiver affords school districts greater latitude in hiring otherwise viable candidates for employment that hold relevant credentials or work experience despite not holding conventional GAPSC certification.
School Day and Year for Students and Employees	§20-2-151	NA
School Day and Year for Students and Employees	§20-2-160(a)	NA
School Day and Year for Students and Employees	§20-2-168(c)	NA
Class-size and Reporting requirements	§20-2-182	The class-size and reporting requirements waiver removes the past constraints on schools and school districts imposed by an arbitrary class size maximum associated with contingent funding for schools and districts.

Certification Requirements	§20-2-200	The certification requirements waiver affords school districts greater latitude in hiring otherwise viable candidates for employment that hold relevant credentials or work experience despite not holding conventional GAPSC certification.
Certification Requirements	§20-2-201	The certification requirements waiver affords school districts greater latitude in hiring otherwise viable candidates for employment that hold relevant credentials or work experience despite not holding conventional GAPSC certification.
Certification Requirements	§20-2-204	The certification requirements waiver affords school districts greater latitude in hiring otherwise viable candidates for employment that hold relevant credentials or work experience despite not holding conventional GAPSC certification.
Multi-year Contracts	§20-2-211	NA
Salary Schedule Requirements	§20-2-212	NA
Employment, Conditions of Employment	§20-2-218	The employment, conditions of employment waiver is intended to afford schools and districts latitude to make exceptions to duty-free lunch when such exceptions are reasonable in ensuring adequate supervision of students.
Fair Dismissal Act	§20-2-940	NA
Media Programs	160-4-4-.01	NA
Use of Guidance Counselor	160-4-8-.05	NA
Personnel Required	160-5-1-.22	NA
School Bus Drivers	160-5-3-.08	NA
Scheduling for Instruction/Program Enrollment & Appropriations	§20-2-160	NA
QBE Financing	§20-2-161	NA
Categorical Allotment requirements	§20-2-167	NA
Direct Classroom Expenditure Control	§20-2-171	NA

Categorical Allotment requirements	§20-2-183	NA
Categorical Allotment requirements	§20-2-184	NA
Categorical Allotment requirements	§20-2-185	NA
Categorical Allotment requirements	§20-2-186	NA
Common Minimum Facility Requirements	§20-2-260	NA
Direct Classroom Expenditures & Expenditure Controls	§20-2-411	NA
Certification Requirements	§20-2-108	Affording such flexibility regarding certification affords districts the discretion to select candidates that have impressive and relevant industry credentials that would enable them to effectively impart both content and industry awareness within their instruction.
Class-size and Reporting requirements	§20-2-182	Retaining the flexibility of class size enables school districts to mitigate the adverse impact of staffing challenges while averting any funding shortfalls.
Certification Requirements	§20-2-200	Ensuring duly certified professional educators benefits students by ensuring high quality instruction.
Certification Requirements	§20-2-201	Ensuring the provision of professional learning to certified personnel equips them with specific knowledge and skill sets to impart effective instruction and utilize effective instructional strategies.
Professional Learning	§20-2-204	Having minimum certification standards for paraprofessionals ensures that certain standards will be met which will benefit students.
Employment, Conditions of Employment	§20-2-218	When teachers are accessible and available to our youngest students for supervisorial or support services, this benefits students greatly.

Financial Flexibility Rationale:

NA

FINANCIAL FLEXIBILITY		Implementation Details
Scheduling for Instruction/Program Enrollment & Appropriations	§20-2-160	NA
QBE Financing	§20-2-161	NA
Categorical Allotment requirements	§20-2-167	NA
Direct Classroom Expenditure Control	§20-2-171	NA
Categorical Allotment requirements	§20-2-183	NA
Categorical Allotment requirements	§20-2-184	NA
Categorical Allotment requirements	§20-2-185	NA
Categorical Allotment requirements	§20-2-186	NA
Common Minimum Facility Requirements	§20-2-260	NA
Direct Classroom Expenditures & Expenditure Controls	§20-2-411	NA
State Funded K-8 Subjects	§20-2-151	Such flexibility would be implemented with the purpose of affording students accelerated learning opportunities within the grade bands.

Scheduling for Instruction/Program Enrollment & Appropriations	§20-2-160	Such flexibility with conducting the FTE counts is appreciated. The FTE procedures and protocols are clearly communicated to key staff to ensure a smooth process.
State Funded K-8 Subjects	§20-2-160	The flexibility to conduct the FTE counts on alternate dates would be beneficial as may be warranted.
QBE Financing	§20-2-161	This statute has built-in flexibility as it is reviewed every few years as some components may have to be deleted and/or added.
Categorical Allotment requirements	§20-2-167	This flexibility is important to districts and is utilized within the parameters established by the state.
Direct Classroom Expenditure Control	§20-2-171	This waiver pertains to a statute that has built-in flexibility with respect to meeting the expenditure threshold.
Categorical Allotment requirements	§20-2-183	This flexibility with respect to funding for facilities maintenance and operations as appropriated by the legislature.
Categorical Allotment requirements	§20-2-184	Such flexibility with respect to funding for media specialists is very important.
Categorical Allotment requirements	§20-2-185	This flexibility with respect to funding the initial salaries of assistant principals and administrative assistants is very important.
Categorical Allotment requirements	§20-2-186	This flexibility pertaining to funding the initial salaries of superintendents, assistant superintendents, and principals among others is important as the district retains some discretion in the use of state and local funding.