

**160-5-1-.33 STRATEGIC WAIVERS AND TITLE 20/NO WAIVERS SCHOOL SYSTEMS.**

**(1) DEFINITIONS.**

(a) **College and Career Academy (CCA)** – a specialized school governed by a nonprofit governing board, 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.

(b) **College and career academy certification** - a certification process, established by The Office of College and Career Transitions (The Office) in collaboration with the Department of Education, for approval by the Technical College System of Georgia board and the State Board of Education. The Office shall be authorized to certify college and career academies. The State Board of Education shall accept certification by the office as one component of determining compliance with charter and strategic waivers school system or charter system contract requirements. The State Board of Education may request supplemental information from charter petitioners, strategic waivers school systems, or charter systems. Any certification process shall require that the applicant demonstrates how the proposed college and career academy will increase student achievement, provide for dual credit and dual enrollment opportunities, increase work based learning opportunities, and address work force development needs; articulates how the collaboration between business, industry, and community stakeholders will advance work force development; demonstrates local governance and autonomy; and shows other benefits that meet the needs of the students and community. Certification by The Office shall constitute a positive recommendation to the State Board of Education for renewal of a charter school or charter system pursuant to Code Section 20-2-2064.1 or an extension of a strategic waivers school system contract.

(c) **College and career academy governing board for a CCA established by a strategic waivers school system contract** - the governing board that will serve as a school-level decision-making body at the college and career academy and is responsible for ensuring the implementation of and compliance with the CCA portions of the strategic waivers school system contract. The strategic waivers school system contract establishing the college and career academy shall include provisions requiring that the college and career academy have a governing board reflective of the school community and the partnership with decision-making authority and requiring that governing board members complete initial and annual governance

training provided by The Office of College and Career Transitions, including, but not limited to, best practices on school governance, the constitutional and statutory requirements relating to public records and meetings, and the requirements of applicable statutes and rules and regulations, as well as any additional local school governing team training needed.

(db) **Georgia Department of Education (GaDOE)** – 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.

(eeb) **Governor’s Office of Student Achievement (GOSA)** – the state agency mandated by state law to create a uniform performance-based accountability system for K-12 public schools that incorporates both state and federal mandates, including student and school performance standards. Additionally, GOSA is charged with the responsibility of publishing the State Report Card for schools and LEAs and to formulate a system of awards and consequences within the Single Statewide Accountability System.

(fe) **Local Board of Education (LBOE)** – a county or independent board of education exercising control and management of a local school system pursuant to Article VIII, Section V, Paragraph II of the Georgia Constitution.

(ged) **Local Educational Agency (LEA)** – local school system pursuant to local board of education control and management.

(h) Petition – a proposal or application to establish a strategic waivers school system.

(ife) **State Board of Education (SBOE)** – the constitutional authority which defines education policy for the public K-12 education agencies in Georgia.

(jgf) **Substantial Hardship** – a significant, unique, and demonstrable economic, technological, legal or other type of deprivation to an LEA which impairs its ability to continue to successfully meet the requirements of educational programs or services to its students.

(k) The Office of College and Career Transitions – a division of the Technical College System of Georgia established by O.C.G.A. § 20-4-37, that coordinates the efforts by the State Board of Education, the University System of Georgia, the Technical College System of Georgia and other not for profit postsecondary institutions accredited by the Southern Association of Colleges and Schools in the professional development, curriculum support, governing board training and development and establishment of college and career academies.

(lhg) **Unforeseen Circumstance** – material changes to state or federal law or other unforeseen conditions as determined by the SBOE.

**(2) REQUIREMENTS.**

**(a) General Requirements.**

1. The GaDOE shall develop:

(i) an application for the Strategic Waivers contract;

(ii) a Strategic Waivers contract template;

(iii) a template for the required contract exhibits on the strategic plan, accountability, flexibility, consequences, and individual school plans; and

(iv) a Strategic Waivers contract submission process.

2. The GaDOE shall develop the necessary guidance for the Strategic Waivers application process.

3. The GaDOE in consultation with GOSA shall establish a process and procedure for the review of all Strategic Waivers contracts.

**(b) Contract Terms.**

1. Contracts beginning July 1, 2015, shall be for seven years with five years of accountability using baseline assessment data collected during the 2015-2016 school year.

2. Contracts beginning on or after July 1, 2016, shall be for six years with five years of accountability using baseline assessment data collected during the school year immediately preceding the beginning of the Strategic Waivers contract.

3. The SBOE may, upon request of the LBOE, extend the contract if the LEA successfully meets the terms of the Strategic Waivers contract by meeting school targets for at least three years or meets the fifth year targets by the end of the fifth year of accountability. (O.C.G.A. § 20-2-84(c))

4. An LEA seeking approval of a Strategic Waivers contract shall complete an electronic application and contract package templates provided by the GaDOE in accordance with O.C.G.A. § 20-2-81 and guidance which shall include at least the following:

(i) Partnership contract

(ii) Exhibit A – School System Strategic Plan, including a demonstrated linkage between flexibility requested and accountability goals and targets;

(iii) Exhibit B – Flexibility, including all waivers of law and rule requested and granted;

(iv) Exhibit C – Accountability, including the targets schools must meet as agreed to by GOSA and the GaDOE;

(v) Exhibit D – Consequences, indicating the sanctions and interventions for non-performing schools as agreed to by GOSA and the GaDOE;

(vi) Exhibits E, F, and G - School Plans – indicating targets, grade levels served, student demographic information, and most current statewide assessment data for each school under contract; and

(vii) Any other provisions determined necessary to comply with federal and state laws, rules, regulations, guidelines, or guidance by the GaDOE in consultation with GOSA.

5. In exchange for the increased flexibility the LEA is requesting, the specific Strategic Waivers contract proposal must include a commitment to meet CCRPI targets set forth in the contract.

6. The flexibility component of the contract, which is Exhibit B as provided in (2)(b)4(iii), shall include the waiver or variance of at least one of the following areas:

(i) Class size requirements as provided in O.C.G.A. § 20-2-182 and State Board of Education Rule 160-5-1-.08;

(ii) Expenditure controls as provided in O.C.G.A. § 20-2-171 and also categorical allotment requirements in Article 6 of this chapter and State Board of Education Rule 160-5-1-.29;

(iii) Certification requirements as provided in O.C.G.A. § 20-2-200 and State Board of Education Rule 160-5-2-.50;

(iv) Salary schedule requirements as provided in O.C.G.A. § 20-2-212; and State Board of Education Rule 160-5-2-.05;

7. The flexibility component of the Strategic Waivers contract may also include the waiver of any other requirements or provisions of Title 20 as identified by the LEA and approved by the SBOE except as provided in subsection (e) of O.C.G.A. § 20-2-82, and notwithstanding any provision to the contrary, the contract shall not be construed to waive or approve variances of any federal, state and local rules, regulations, court orders, and statutes related to civil rights; insurance; the protection of the physical health and safety of school students, employees, and visitors; conflicting interest transactions; the prevention of unlawful conduct; any laws relating to unlawful conduct in or near a public school; or any reporting requirements

pursuant to O.C.G.A. § 20-2-320 or Chapter 14 of Title 20 or O.C.G.A. §§ 20-2-160, 20-2-161(e), and 20-2-320 as required for funding purposes, as well as 20-2-740 as it relates to student safety; the requirements of O.C.G.A. § 20-2-210; the requirements of O.C.G.A. § 20-2-167.1 regarding virtual instruction requirements, O.C.G.A. § 20-2-210 regarding annual performance evaluations; O.C.G.A. § 20-2-211.1; O.C.G.A. § 20-2-281 regarding student assessments or the requirements in subsection (c) of O.C.G.A. § 20-2-327. A local school system that has received a waiver or variance shall remain subject to the provisions of Part 3 of Article 2 of Chapter 14 of Title 20, the requirement that it shall not charge tuition or fees to its students except as may be authorized for local boards by O.C.G.A. § 20-2-133, and shall remain open to enrollment in the same manner as before the waiver request.

8. The accountability component of the contract, which is Exhibit C as provided in (2)(b)4.(iv), shall include at a minimum:

(i) School performance targets will be set so that for each year of accountability, an individual school shall increase its College and Career Ready Performance Index (CCRPI) score (without Challenge Points) by 3% of the gap between the baseline year CCRPI score (without Challenge Points) and 100. Baseline year is 2015-2016 for LEAs entering contracts effective in both 2015-2016 and 2016-2017. For contracts effective on or after July 1, 2017, the baseline year is the prior academic year; or

(ii) For each year of accountability, an individual school with a CCRPI score (without Challenge Points) in the baseline year, performing in the top quartile of the state within each grade cluster shall remain at or above the top quartile threshold established in the baseline year. Baseline year is 2015-2016 for districts entering contracts effective in both 2015-2016 and 2016-2017. For contracts effective on or after July 1, 2017, the baseline year is the prior academic year; or

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

9. The consequences component of the contract shall adhere to the provisions of O.C.G.A. § 20-2-84, O.C.G.A. § 20-2-84.1, and Exhibit D – Consequences.

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

(I) If based upon the review of the first or second year accountability performance data, a school has not made sufficient progress toward meeting its academic targets, a school improvement plan will be incorporated into the following years school strategic planning process and implemented that following year. The school

improvement plan will address the specific achievement deficiencies along with a targeted plan to address the deficiencies. The school improvement plan and the targeted plan will be approved and monitored by the district throughout the academic year;

(II) If based upon the review of the third or fourth year accountability performance data, a school has not met its targets for three years, the LEA will apply direct school management support and intensive teacher development support as outlined in the jointly developed school improvement plan between the school leadership and district leadership staff. Implementation of the school improvement plan will occur no later than the fourth or fifth year of accountability and will be monitored by the LEA; and

(III) If based upon the GOSA evaluation of the fifth year accountability performance data, a school has not achieved three years of academic targets, the LEA will apply, in the first year after GOSA's evaluation, the consequences, provided in O.C.G.A. § 20-2-84 and O.C.G.A. § 20-2-84.1, recommended by GOSA and approved by the State Board of Education.

10. The SBOE shall not be authorized to waive or approve variances on any federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of school students, employees, and visitors; conflicting interest transactions; the prevention of unlawful conduct; any laws relating to unlawful conduct in or near a public school; or any reporting requirements pursuant to O.C.G.A. § 20-2-320 or Chapter 14 of Title 20. An LEA that has received a waiver or variance shall remain subject to the provisions of Part 3 of Article 2 of Chapter 14 of Title 20, the requirement that it shall not charge tuition or fees to its students except as may be authorized for LBOEs under O.C.G.A. § 20-2-133, and shall remain open to enrollment in the same manner as before the waiver request.

11. Strategic waivers school systems shall have the flexibility to implement a tiered teacher evaluation system and to define the measures needed to fulfill the requirements of the teacher and leader evaluations pursuant to State Board Rule 160-5-1-.37 and O.C.G.A § 20-2-210, including:

(i) For teachers of record who teach courses that are subject to annual state assessments aligned with state standards, define any additional professional growth measures beyond measurements based on multiple student growth indicators, evaluations and/or observations, and/or standards of practice that shall count for 20 percent of the evaluation.

(ii) For teachers of record who teach courses that are not subject to annual state assessments aligned with state standards, define any:

(D) Student growth indicators, including the school or local school system total score on the annual state assessments that shall count for 30 percent of the evaluation; and

(II) Additional professional growth measures beyond measurements based on multiple student growth indicators, evaluations and/or observations, and/or standards of practice that shall count for 20 percent of the evaluation;

(iii) For principals and assistant principals, define the combination of achievement gap closure, Beat the Odds, and/or College and Career Readiness Performance Index data that shall count for 20 percent of the evaluation; and

(iv) Implement a tiered evaluation system, in which reduced observations of certain teachers of record may be conducted to provide additional time for evaluators to coach and mentor new teachers and teachers with a performance rating of 'Needs Development' or 'Ineffective' pursuant to paragraph (4) of O.C.G.A § 20-2-210.

124. Any College and Career Academy (CCA) opened by or any existing CCA included in the Strategic Waivers School System must meet the definition of a College and Career Academy as defined in Section 1 above, the school system must notify the Department and the Technical College System of Georgia of the opening, and the College and Career Academy must meet the following requirements related to College and Career Academies:

(i) If an existing CCA is included in the Strategic Waivers School System, then the current CCA's governing board would continue as the governing board of the College and Career Academy, using its current by-laws for operation and procedures for electing members;

(ii) Provide a Roles and Responsibilities chart between the College and Career Academy governing board, the Strategic Waivers School System, and the CCA's higher education and business partners that includes the following:

(I) Information on the CCA's decision making authority regarding personnel decisions, financial decisions, curriculum and instruction resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations;

(II) Information on how the CCA will be funded by the District and other strategic partners; and

(III) Information on the services and supports to be provided to the CCA by the local district.

(iii) The CCA established under the district's Strategic Waivers contract shall be a district initiative, and, as such, students from multiple attendance zones within the district, if applicable, shall be allowed to choose to attend the CCA.

(iv) The district's Strategic Waivers contract shall include the College and Career Academy.

13. An LEA seeking to establish a college and career academy pursuant to its Strategic Waivers contract shall ensure the CCA has a governing board reflective of the school community and the partnership with decision-making authority and that governing board members complete eight (8) hours of initial and six (6) hours of annual governance training provided by The Office of College and Career Transitions, including, but not limited to, best practices on college and career academy governance, the constitutional and statutory requirements relating to public records and meetings, and the requirements of applicable statutes and rules and regulations.

14. An LEA that provides virtual instruction through a virtual charter school whose total student enrollment is composed of more than five (5) percent of students who reside in another local school system will be held accountable for ensuring that ninety (90) percent of QBE funds for these students are expended on virtual instruction costs in accordance with O.C.G.A. § 20-2-167.1.

~~14. If an LEA submitted a Letter of Intent on or before June 30, 2015, stating that it will become a Strategic Waivers School System but did not have an executed Strategic Waivers School System contract by July 1, 2015, such LEA will be eligible to have one or more waivers for fiscal year 2016 granted by the SBOE. Submission of such fiscal year 2016 waiver request(s) must be accompanied by a copy of the letter of intent indicating the selected flexibility model. The SBOE shall give consideration as to whether the district would have been afforded identical flexibility under a Strategic Waivers contract had it successfully completed the application process in time.~~

**(c) Public Input and Transparency.**

1. Before the LBOE approves the complete local plan for formal submission to the SBOE, the LEA must:

(i) Submit a letter of intent to the GaDOE that shall be accompanied by a LBOE resolution supporting the LEA's intent to pursue such contract;

(ii) Schedule and hold a public hearing for the purpose of providing an opportunity for full discussion and public input on the strategic plan and proposed contract, including formal, written comments or suggestions regarding the LEA's flexibility requests and performance targets and their impact on each school. The public hearing shall be advertised in a local newspaper of general circulation which shall be the same newspaper in which other legal announcements of the LBOE are advertised.

2. Public hearing notices shall be published on the LEA's website for at least five consecutive calendar days prior to a scheduled hearing. Additionally, public hearing notices shall be published in accordance with the state's Open Meetings law (O.C.G.A. § 50-14-1).

3. The LEA's final draft plan and the parts therein shall be made available to the



general public. For those stakeholders that may not have access to the Internet, the LEA should make copies available upon request in accordance with the state's Open Records law (O.C.G.A § 50-18-70).

(i) If the plan or any parts of the plan are to be presented, discussed, or acted upon at a public hearing, the specific documents must be made available to the public at least five calendar days prior to the publicly announced meeting date.

4. Annual state progress reports required under section (2)(e)1.(iii) of this rule must be presented to the LEA's LBOE at a regularly scheduled public meeting and published on the LEA's website for the duration of the contract. For those stakeholders that may not have access to the Internet, the LEA should make copies available upon request in accordance with the state's Open Records law (O.C.G.A § 50-18-70).

**(d) Contract Procedures.**

1. The GaDOE, in consultation with GOSA, shall make a recommendation to the SBOE on whether the proposed terms of the contract should be approved by the SBOE. (O.C.G.A. § 20-2-82 (c))

2. For a finalized contract to be in full effect, it must be approved and signed by both the LBOE and the SBOE.

3. The SBOE shall have final authority for the acceptance and approval of accountability targets, flexibility and consequences.

4. The terms of the contract may be amended only if warranted due to unforeseen circumstances determined by the SBOE and upon approval of the SBOE and the LBOE. (O.C.G.A. §20-2-83 (d))

5. In the event the LEA chooses to seek an amendment of the terms of an existing contract or seek additional flexibility, the LEA shall submit a letter of intent to the GaDOE that shall be accompanied by a LBOE resolution supporting the LEA's desire to amend the existing contract.

**(e) Monitoring and Support.**

1. As required in O.C.G.A § 20-2-84.2 (b), GOSA shall:

(i) Monitor each LEA and its schools annually with regards to their progress toward meeting the intermediate and five-year performance targets in its contract;

(ii) Notify the GaDOE and the SBOE if the LEA is not in compliance with those targets; and

(iii) Present annual written progress reports to the SBOE for each Investing in

Educational Excellence contract.

**(f) Title 20/No Waivers System.**

1. An LEA that elects not to request increased flexibility by June 30, 2015, must remain under all current laws, rules, regulations, policies, and procedures and:

(i) Notify its constituents that it will be a Title 20/No Waivers system and will remain under all current laws, rules, regulations, policies, and procedures;

(ii) Conduct a public hearing for the purpose of providing public notice that the LEA is opting to be a Title 20/No Waivers system. The public hearing shall be advertised in a local newspaper of general circulation which shall be the same newspaper in which other legal announcements of the LBOE are advertised;

(iii) Sign a statement on a form provided by the SBOE that such LEA is opting to be a Title 20/No Waivers system;

(I) Such form provided by the SBOE shall contain the following language at a minimum, “The (insert name of LEA) school system hereby declares its intent to remain a Title 20/No Waivers system pursuant to O.C.G.A. § 20-2-80. Further, (insert name of LEA) Board of Education understands that in opting remain a Title 20/No Waivers system , the (insert name of LEA) school system does not require waivers of law or rule and will remain under all current laws, rules, regulations, policies, and procedures.”

2. Should unforeseen and subsequent circumstances arise that create a substantial hardship for a Title 20/No Waivers system , the SBOE may approve waiver requests made in accordance with O.C.G.A. § 20-2-244 and or § 50-13-9.1.

(i) The previous statement notwithstanding, waivers cannot be granted for:

(I) Expenditure controls and categorical allotment requirements; or

(II) Certification requirements; or

(III) Salary schedule requirements.

(ii) A class size waiver can be granted if a status quo LEA can demonstrate a substantial hardship arose after its initial election to remain under all current laws, rules, regulations, policies, and procedures.

(iii) The SBOE may approve the class size waiver request only in the limited circumstances where educationally justified and where an act of God or other unforeseen event led to the precipitous rise in enrollment within that system or led to

another occurrence which resulted in the local board's inability to comply with the maximum class size requirement.

3. The SBOE is also authorized to provide a blanket waiver or variance of the class size requirements for all school systems in the state for a specified year in the event that a condition of financial exigency occurs (O.C.G.A. 20-2-244(h)).

4. An LEA that provides virtual instruction through a virtual charter school whose total student enrollment is composed of more than five (5) percent of students who reside in another local school system will be held accountable for ensuring that ninety (90) percent of QBE funds for these students are expended on virtual instruction costs in accordance with O.C.G.A. § 20-2-167.1.

5. The SBOE is authorized to sign an agreement with a Title 20/No Waivers system in accordance with O.C.G.A § 20-2-210. Such agreement shall indicate whether the system will implement a tiered teacher evaluation system and will contain the definitions of the measures needed to fulfill the requirements of the teacher and leader evaluations pursuant to state board rule 160-5-1-.37 and O.C.G.A § 20-2-210 including:

(i) A provision for a tiered evaluation system, in which reduced observations of certain teachers of record may be conducted to provide additional time for evaluators to coach and mentor new teachers and teachers with a performance rating of 'Needs Development' or 'Ineffective' pursuant to paragraph (4) of O.C.G.A § 20-2-210;

(ii) For teachers of record who teach courses that are subject to annual state assessments aligned with state standards, a definition of any additional professional growth measures beyond measurements based on multiple student growth indicators, evaluations and observations, and standards of practice that shall count for 20 percent of the evaluation.

(iii) For teachers of record who teach courses that are not subject to annual state assessments aligned with state standards, a definition of any:

(I) Student growth indicators, including the school or local school system total score on the annual state assessments that shall count for 30 percent of the evaluation; and

(II) Additional professional growth measures beyond measurements based on multiple student growth indicators, evaluations and observations, and standards of practice that shall count for 20 percent of the evaluation; and

(iv) For principals and assistant principals, a definition of the combination of achievement gap closure, Beat the Odds, and College and Career Readiness Performance Index data that shall count for 20 percent of the evaluation.

Authority O.G.C.A. § 20-2-80; 20-2-81; 20-2-82; 20-2-83; 20-2-84; 20-2-84.1; 20-2-

| 84.2; 20-2-84.3; 20-2-84.4; 20-2-84.5; 20-2-84.6, 20-4-37.

**Adopted:**

**Effective:**