

March 27, 2017

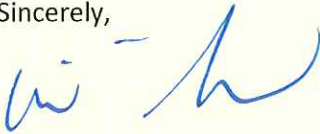
Garry McGiboney, Deputy Superintendent
Georgia Department of Education
2053 Twin Towers East
205 Jesse Hill Jr. Drive
Atlanta, Georgia 30334-5080

Dear Dr. McGiboney:

Please accept this as our letter of intent to request an amendment to the Strategic Waiver School System contract (formerly named the Investing in Educational Excellence School System or IE² Partnership contract) between the Hall County School District and the State Board of Education. At the time of our district's application to operate as a Strategic Waiver School System, Lanier Charter Career Academy was operating as a charter school. As of March 27, 2017, this school no longer operate as a charter school.

Enclosed please find a resolution from the Hall County Board of Education indicating the desire to add Lanier Charter Career Academy to Hall County's SWSS contract. We look forward to working with the Georgia Department of Education and the Governor's Office of Student Achievement as we continue this process for school improvement and increased student performance.

Sincerely,



Will Schofield
Superintendent
Hall County School District

Enclosures

cc: Lou Erste, Associate Superintendent, Georgia Department of Education
Howard Hendley, Director, Policy Division, Georgia Department of Education
Martha Ann Todd, Executive Director, Governor's Office of Student Achievement
Aarti Sharma, Director, Charter Schools Division



Lanier Charter
CAREER ACADEMY

Opportunities for Working and Learning

2723 Tumbling Creek Road
Gainesville, Georgia 30504
Telephone: 770-531-2330
Fax: 678-450-5978
lcca.hallco.org

March 27, 2017

Dear Mr. Schofield,

This letter is to inform you that Lanier Charter Career Academy wishes to terminate its charter and become a school of choice as part of the Hall County School District Strategic Waivers School System (SWSS).

As directed in an email communication from Kevin Bales, Hall County Director of Middle and Secondary Education, we had several conversations about this decision and conducted formal votes by our Local Governing Board and our faculty. Our Charter Governing board voted unanimously to move forward with its desire to terminate the charter and become a school of choice within the HCSD. Our faculty and staff voted unanimously 45-0 in favor of termination as well. See attached documentation regarding the vote.

Having satisfied the requisite approvals, we wish to move forward and would request that you submit our request to the Hall County School District Board of Education at the next possible meeting.

Sincerely,

David Moody
Executive Director
Lanier Career Academy and
Leadership Development
770-531-2330

Attachment 1: Charter Termination Petition for Lanier College and Career Academy

WHEREAS the governing board for Lanier College and Career Academy has requested to terminate the charter on March 27, 2017 pursuant to State Board of Education Rule 160-4-9-.06(4)(e)(1)(ii);

WHEREAS the governing board noted the following reason(s) for this termination request:

Conversion to SWSS College and Career Academy with HCSD, an SWSS system;

WHEREAS the governing board recorded a vote of 9 members in favor of charter termination, 0 members opposed to charter termination, and 0 members who abstained from voting; and

WHEREAS the governing board has fulfilled the charter termination petition requirements detailed in State Board of Education Rule 160-4-9-.06(4)(e)(1)(ii),

NOW, THEREFORE, BE IT RESOLVED that the governing board for Lanier College and Career Academy has approved and hereby submits this charter termination petition to both the Hall County Board of Education and the State Board of Education.



Governing Board Member Signature



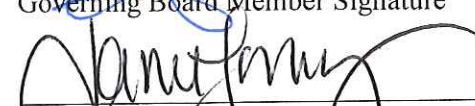
Governing Board Member Signature



Governing Board Member Signature



Governing Board Member Signature



Governing Board Member Signature



Governing Board Member Signature



Governing Board Member Signature



Governing Board Member Signature



Governing Board Member Signature

LCA Faculty Meeting

August 9, 2016

- Intake Process and Enrollment
- First Days of Schools- Schoolwide Expectations- Full and Part-time students
- Waste and Fraud Management
- Emergency Plans - Mason
- TKES - Documents loaded for the teachers to review
- SLOs – Kim
- LCCA moves to LCA from Charter to SWSS with flexibility

45 For Move To Terminate
0 Against

HALL COUNTY BOARD OF EDUCATION

RESOLUTION

WHEREAS, the governing body of the Lanier Charter Career Academy has unanimously requested the termination of its charter pursuant to O.C.G.A. 20-2-2068 with a vote of 9 to 0; and

WHEREAS, the faculty and staff of the Lanier Charter Career Academy has overwhelming voted for the termination of its charter with a vote of 45 to 0; and

WHEREAS, Lanier Charter Career Academy officials have provided a succinct statement of the reasons for the termination request and met all termination requirements and processes detailed in O.C.G.A. 20-2-2068 and in SBOE rule 160-4-9-.06,

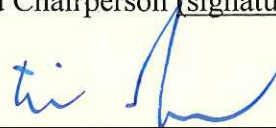
THEREFORE BE IT RESOLVED that the Hall County School District has given approval for the Lanier Charter Career Academy Charter Termination and does hereby forward said Termination Petition and this Approval Resolution to the State Board of Education for final approval.

Adopted this the 27th day of March 2017.

HALL COUNTY BOARD OF EDUCATION



Board Chairperson (signature in blue ink required)



LEA Superintendent (signature in blue ink required)

Hall County Schools
March 27, 2017

Attachment 2: SWSS Contract Amendment Petition for Lanier College and Career Academy

WHEREAS, the Hall County Board of Education entered into a partnership contract with the State Board of Education on or about July 1, 2016 for the operation of Hall County Public Schools as a Strategic Waivers School System;

WHEREAS, at the time of the district's application to become a Strategic Waivers School System, Lanier College and Career Academy was operating as a charter school;

WHEREAS, effective March 27, 2017, Lanier College and Career Academy will no longer operate as a charter school;

WHEREAS, the governing board for Lanier College and Career Academy, by a vote of 9 to 0, requests that the Hall County Board of Education seek approval by the State Board of Education of an amendment to its Strategic Waivers School System contract with the State Board of Education to include Lanier College and Career Academy; and

WHEREAS the governing board for Lanier College and Career Academy has sought to achieve certification by the Technical College System of Georgia's Office of College and Career Transitions and to fulfill the requirements for College and Career Academies detailed in State Board of Education Rule 160-5-1-.33(2)(b)(12),

NOW, THEREFORE, BE IT RESOLVED that the governing board for Lanier College and Career Academy has approved and hereby submits this Strategic Waivers School System contract amendment petition to both the Hall County Board of Education and the State Board of Education.



Governing Board Member Signature

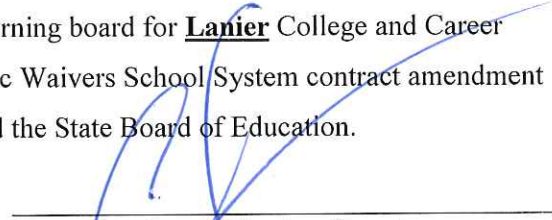


Governing Board Member Signature



Governing Board Member Signature



Governing Board Member Signature



Governing Board Member Signature



Governing Board Member Signature



Georgia College and Career Academy Partners Roles and Responsibilities Chart a CCA within an SWSS

for

Introduction: The strategic partners that together create a Georgia College and Career Academy will also make decisions together regarding the Academy's provision of the work force development needed by the community, including what Career Pathways, Dual Enrollment, and post-secondary certifications will be offered, the Academy personnel that will provide instruction and leadership, and the Academy's use of the revenues it is provided by its strategic partners (including the GCCA's governing board, GCCA management, the school district, the local technical college partners, and other post-secondary, business, and community partners).

Instructions:

1. The rows in the matrix below describe the decisions that will be made by a College and Career Academy's strategic partners. GCCA applicants must place a checkmark in cells to show the agreement reached with their strategic partners on the respective roles and responsibilities of each partner as it relates to each of the decisions listed. The checkmarks included in the template are a starting point for discussion among the strategic partners. Please highlight any cells from which a checkmark is deleted and to which a checkmark is added.

2. Describe the composition of your College and Career Academy Governing Board and attach the Board's By-Laws to your submission to the Georgia Department of Education of this College and Career Academy Partners Roles and Responsibilities Chart as part of your performance contract application or amendment.

Standard 1: Governance and Leadership - Operates under shared governance and leadership that support the Academy's performance contract, maintain liaison with business and industry partners, and fully utilize flexibility to support student performance and school effectiveness.	GCCA Certification Standards and Assurances	GCCA included within a SWSS contract						
		GCCA Governing Board	GCCA Management	Local School District*	Local Technical College Partner	Other Higher Education Partner(s)	Business Partner(s)	Community Partner(s)
Ensure the GCCA has a written mission statement that is focused on workforce development and student success and represents stakeholder needs as defined in the Performance Contract.	S1-A1	✓	✓					
Comply with Performance Contract requirements, including tracking of annual performance goals, flexibility waiver utilization, governing board training (including any required LSGT training for GCCAs within a charter system), and (where applicable) fiscal management and administration, and credentials of the chief financial officer.	S1-A2	✓	✓					
Ensure the majority of the GCCA's governing board members represent business and industry.	S1-A3	✓				✓		
Implement a consistent process to ensure that its activities avoid conflicts of interests	S1-A4	✓						
Work in concert with applicable established school processes and procedures consistent with the Performance Contract	S1-A5	✓						
Adopt and change by-laws as needed to support the Performance Contract and to define processes required of the GCCA Board	S1-A6	✓						
Participate in annual training and take responsibility for governance, position development, and visionary focus and may have fiduciary responsibilities.	S1-A7	✓						
Support the autonomy of school leadership to carry out its responsibilities for meeting achievement and instructional goals without micro-managing	S1-A8	✓						

Georgia College and Career Academy Partners Roles and Responsibilities Chart a CCA within an SWSS

for

Standard 1: Governance and Leadership - Operates under shared governance and leadership that support the Academy's performance contract, maintain liaison with business and industry partners, and fully utilize flexibility to support student performance and school effectiveness.	GCCA Certification Standards and Assurances	GCCA included within a SWSS contract						
		GCCA Governing Board	GCCA Management	Local School District*	Local Technical College Partner	Other Higher Education Partner(s)	Business Partner(s)	Community Partner(s)
Encourage a culture of collaborative learning with business partners, CTAE, core academics, and postsecondary institutions by creating expectations and opportunities for collaboration with and across disciplines	S1-A9		✓					
Conduct on a regular basis an in-depth review of program expenditures to ensure effective use of resources and materials	S1-A10	✓	✓					
Collaborate with postsecondary institutions to ensure that students receive college credits	S1-A11		✓	✓	✓			
Ensure the CEO has knowledge and training related to work force and economic development	S1-A12	✓	✓	✓	✓	✓	✓	✓
Ensure the GCCA Roles and Responsibilities Chart reflects any Memoranda of Understanding (MOU) and other agreements among the GCCA, district, the local technical college partner, and other higher education, business, and community partners -- and that all partners fully execute their roles and fulfill their responsibilities	S1-A13	✓	✓	✓	✓	✓	✓	✓
In the event that the parties disagree, the parties will pursue a resolution that considers that the district's BOE retains control and management over the GCCA while considering the spirit of the GCCA partnership. In the event that neither the GCCA governing board can resolve an issue, the final resolution will come from the District's BOE Chair and the resolution of the conflict will ensure that the mission of the GCCA is not compromised nor does it prevent any of the parties from operating according to legal obligations or the individual policies of any party	S1-A14	✓	✓	✓	✓	✓	✓	✓
Select, evaluate, retain, transfer, promote, demote, and/or terminate the CEO	S1-A15			✓				
Select, evaluate, retain, transfer, promote, demote, and/or terminate principal, faculty and all other staff	S1-A16			✓				
Utilize flexibility, including the teacher certification waiver where needed, to provide the best instructors possible	S1-A17		✓	✓				
Align budget priorities with the strategic integrated work force development operations plan, including personnel, curriculum, supply, equipment, maintenance, and operations costs	S1-A18	✓	✓	✓				
Establish compensation model including salary ranges, bonus or performance-based increases, supplements, and personal and professional leave, health, dental, disability, and other benefit plans offered (other than TRS, which is mandated)	S1-A19	✓	✓	✓				

Georgia College and Career Academy Partners Roles and Responsibilities Chart a CCA within an SWSS

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Standard 1: Governance and Leadership - Operates under shared governance and leadership that support the Academy's performance contract, maintain liaison with business and industry partners, and fully utilize flexibility to support student performance and school effectiveness.	GCCA Certification Standards and Assurances	GCCA included within a SWSS contract						
		GCCA Governing Board	GCCA Management	Local School District*	Local Technical College Partner	Other Higher Education Partner(s)	Business Partner(s)	Community Partner(s)
Personnel Decisions								
Ensure the CEO is fully supported in the ongoing efforts at work force development	S1-A20	✓	✓	✓	✓	✓	✓	✓
Evaluate the principal (LKES), teachers (TKES) and all other staff	S1-A21		✓	✓				
Manage day-to-day human resources	S1-A22		✓	✓				
Manage HR processing, including employment contracts and benefits administration	S1-A23			✓				
Financial Decisions and Resource Allocation								
Adopt a budget to fund the implementation of the strategic integrated work force development operations plan	S1-A24	✓	✓	✓				
Determine number and type of personnel positions budgeted, including qualifications, roles, and job descriptions	S1-A25	✓	✓	✓				
Exercise discretion over expenditure for all state and local funds and, as permissible, federal funds	S1-A26		✓	✓				
Establish financial policies and standard operating procedures	S1-A27		✓	✓				
Maintain a reserve fund	S1-A28		✓	✓				
Ensure sound fiscal management and monitor budget implementation	S1-A29		✓	✓				
Ensure GCCA receives all per-pupil and other funding to which it is entitled by agreement with the local district (its fiscal agent) and GCCA partners, including funds for payment of CEO; costs related to facility(ies), equipment, and furnishings owned by the district for use by the GCCA, including for renovation, maintenance, equipment and furnishings; costs related to the internet connections and networking for the GCCA; and any other agreed upon continuing or one-time revenue	S1-A30	✓	✓	✓	✓	✓	✓	✓
Hold the CEO accountable for implementing the strategic integrated work force development operations plan on schedule and within budget	S1-A31	✓	✓	✓				
Operational Decisions								
Provide input into school operations that is consistent with Strategic Integrated Work Force Development Operations Plan and performance contract goals, including adopting human resources policies, procedures, and handbooks	S1-A32	✓	✓					
Establish school partnerships for CCA growth	S1-A33	✓	✓	✓	✓	✓	✓	✓
Develop communications strategies, including stakeholder surveys, parent involvement, volunteer support	S1-A34	✓	✓	✓				
Manage transportation decisions, including authority to contract for transportation service	S1-A35	✓	✓	✓				
Manage the facility or facilities that are owned and operated by the school system for use of the GCCA	S1-A36	✓	✓	✓				
Maximize the use of the facility among all Academy partners	S1-A37	✓	✓	✓				

Georgia College and Career Academy Partners Roles and Responsibilities Chart a CCA within an SWSS

for

Standard 2: Strategic Planning and Sustainability - Maintains and communicates a purpose and direction that fully utilizes flexibility to support a commitment to high expectations for learning as well as shared values and beliefs about teaching and learning.	GCCA Certification Standards and Assurances	GCCA included within a SWSS contract						
		GCCA Governing Board	GCCA Management	Local School District*	Local Technical College Partner	Other Higher Education Partner(s)	Business Partner(s)	Community Partner(s)
Adopt a strategic plan that addresses specific interim and long-term goals, regularly reviews progress against its goals, identifies strategies to improve its results, and holds itself accountable for implementing improvement strategies and determining impact.	S2-A1	✓	✓	✓	✓	✓	✓	✓
Provide pathway options that meet employment needs of the region and state and take into account students' interests	S2-A2	✓	✓	✓	✓	✓	✓	✓
Adopt policies, processes, and procedures to guide GCCA efforts to hire, place, and retain qualified professional and support staff	S2-A3		✓					
Publicize programs addressing high priority career fields and encourage students to enroll in these programs	S2-A4		✓					
Monitor comprehensive information about student learning and conditions that support learning.	S2-A5		✓					
Regularly communicate student and school performance data to all stakeholders, including data on GCCA students vs. general population students	S2-A6		✓					
Implement a process to receive input from students to increase institutional effectiveness	S2-A7		✓					
Ensure the GCCA actively participates in the Georgia College and Career Academy Network (GCCAN)	S2-A8	✓	✓	✓				
Create dual enrollment agreements and maximizes dual credit/articulated opportunities with post-secondary partners.	S2-A9		✓	✓	✓			
Establish a process to ensure a high degree of collaboration between the GCCA governing board and the local board of education	S2-A10	✓	✓	✓				
Adopt and implement a marketing plan that is inclusive in its recruitment and retention of all students	S2-A11		✓					

Georgia College and Career Academy Partners Roles and Responsibilities Chart a CCA within an SWSS

for

Standard 3: Teaching and Assessing for Learning - Ensure curriculum, instructional design, and assessment practices fully utilize flexibility to support and ensure teacher effectiveness and student learning	GCCA Certification Standards and Assurances	GCCA included within a SWSS contract						
		GCCA Governing Board	GCCA Management	Local School District*	Local Technical College Partner	Other Higher Education Partner(s)	Business Partner(s)	Community Partner(s)
Establish and maintain a culture with innovative practices that ensures students are college and career ready with coursework aligned to these expectations	S3-A1	✓	✓	✓	✓	✓	✓	✓
Instruct and evaluate students on work ethics and employability skills through its programs of study, including application of academic knowledge and skills, problem solving, work behavior, critical thinking, teamwork, communications, creativity and innovation, and awareness of the global marketplace	S3-A2		✓					
Use data that goes beyond standardized test scores to identify student learning needs	S3-A3		✓					
Encourage student participation in career and technical student organizations (CTSOs) and other professional organizations	S3-A4		✓					
Ensure the GCCA has evidence of its strong commitment to instructional practices that includes active student engagement, a focus on depth of understanding, and the application of knowledge and skills	S3-A5		✓					
Establish shared accountability for student learning between the school and all stakeholders	S3-A6	✓	✓	✓	✓	✓	✓	✓
Collaborate with stakeholders to improve teaching and learning	S3-A7	✓	✓	✓	✓	✓	✓	✓
Ensure all professional growth opportunities are targeted to specific instructor needs	S3-A8		✓					
Ensure high quality and rigorous course descriptions and course syllabi, aligned with TCSG and Career Pathways standards where applicable and with industry standards in all cases	S3-A9		✓	✓				
Ensures access to support to address the physical, social, financial and emotional needs of students in the school	S3-A10		✓	✓				
Implement a process to provide career development planning for students	S3-A11		✓					
Ensure close coordination with students' home high schools, and with technical colleges to address other student needs such as counseling, assessment, referral, and educational planning	S3-A12	✓	✓	✓	✓	✓		
Adopt and implement a plan to increase student enrollment and success in courses that offer dual and concurrent enrollment credits	S3-A13	✓	✓					
Ensure all requirements for delivery of services for English Learner (EL), special education (SPED), gifted, and remedial programs are met	S3-A14	✓	✓					
Establish curriculum and activities that promote the success of students in the work force, including soft skills and employability skills	S3-A15		✓					
Establish assessments to determine the success of the work force development provided by the Academy	S3-A16		✓					
Establish methods for monitoring the implementation with fidelity of the work force development curriculum and activities	S3-A17		✓					
Select instructional delivery models, including Work Based Learning and online learning platforms (e.g., Georgia Virtual School)	S3-A18		✓					
Create and maintain a school culture that mirrors the culture of the work force in the community	S3-A19		✓	✓	✓	✓	✓	✓
Establish schools climate goals and manage plan to ensure goals are met	S3-A20		✓					

Georgia College and Career Academy Partners Roles and Responsibilities Chart a CCA within an SWSS

for

Standard 4: Economic and Work Force

Development - Develop Career Pathways, Dual Enrollment, and Post-Secondary Certifications which fully utilize flexibility to support an alignment to the economic and work force needs of the community and are driven and evaluated by its business partners.

GCCA Certification Standards and Assurances

GCCA included within a SWSS contract

GCCA Governing Board	GCCA Management	Local School District*	Local Technical College Partner	Other Higher Education Partner(s)	Business Partner(s)	Community Partner(s)
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Involve community stakeholders in development of the GCCA. (The development of the GCCA is an on-going process.)

S4-A1

✓

✓

✓

✓

✓

✓

✓

Actively solicit community and stakeholder input

S4-A2

✓

✓

Ensure stakeholders provide fund-raising support or donated equipment and in-kind services to the GCCA

S4-A3

✓

✓

✓

✓

✓

Promote work-based learning activities and uses data to continuously improve the program

S4-A4

✓

✓

Collaborate with employers to develop work-based learning opportunities for students and GCCA faculty and staff

S4-A5

✓

✓

✓

✓

✓

Utilize data collected from business partners to assure appropriate technical, work ethic, and employability skills are embedded in the curriculum

S4-A6

✓

✓

✓

✓

✓

Participate in economic development of the region and state to assure that a trained workforce is available

S4-A7

✓

✓

✓

✓

✓

The GCCA actively participates in economic development of the region and state to assure that a trained workforce is available

S4-A8

✓

✓

✓

Ensure the GCCA attracts and welcomes visitors as a function of its role in economic development

S4-A9

✓

✓

✓

✓

✓

✓

✓

Ensure the GCCA governing board and management collaborate to develop career pathways, dual enrollment, and postsecondary certifications which fully utilize flexibility to support an alignment to the economic and workforce needs of the community and are driven and evaluated by its business

S4-A10

✓

✓

✓

✓

✓

✓

✓

Ensures that an industry presence is reflected throughout in all aspects of the GCCA

S4-A11

✓

✓

Select technology, instructional materials, and other resources aligned with community workforce development needs

S4-A12

✓

✓

✓

Ensure staff remains current in its ability to meet work force development needs through high quality professional development and externships

S4-A13

✓

✓

✓

Recommend/Select curricula aligned to the Pathways, Dual Enrollment, and Post-Secondary Certifications, including any changes in curriculum as needed to improve student achievement, with the assistance of the school system to define community work force needs precisely, including connecting the GCCA with local businesses and assisting in the collection and analysis of jobs-related information that can be used in developing and/or refining the curriculum

S4-A14

✓

✓

✓

Create and adopt a strategic integrated work force development operations plan (including performance goals and measures, and milestones and timelines) that will yield a high quality GCCA that manifests the vision and achieves the mission of the school, including a focus on preparing students to meet work force needs while integrating academics and advanced career/technical education programs in the school system

S4-A15

✓

✓

✓

Ensure Pathways are aligned with dual enrollment and postsecondary options through post-secondary partners

S4-A16

✓

✓

✓

Standard 5: Performance Contract the GCCA

GCCA included within a SWSS contract

for

*The LBOE retains its constitutional authority

Georgia College and Career Academy Partners Roles and Responsibilities Chart
a CCA within an SWSS

for

Signed by:

see attached

Director of the OCCT

Approved at a regular meeting of the *Lower* College and Career Academy Governing Board held on *3/8/17*

Signed by:

GCCA Governing Board Chairperson

CEO of the GCCA

Approved at a regular meeting of the *Hall Co.* Board of Education held on *3/27/17*

Signed by:

Board of Education Chairperson

Superintendent

Taylor, Allison

From: Moody, David
Sent: Monday, March 27, 2017 8:21 AM
To: Taylor, Allison
Subject: FW: SWSS Conversion Process

From: Williams, Jenny [mailto:jwilliams@tcsg.edu]
Sent: Thursday, March 23, 2017 1:20 PM
To: Lynn Plunkett <lplunkett@gmail.com>; Moody, David <david.moody@hallco.org>; Louis Erste <LErste@doe.k12.ga.us>; Pinson, Frank <JPinson@tcsg.edu>
Cc: Bales, Kevin <Kevin.Bales@hallco.org>
Subject: Re: SWSS Conversion Process

Lynn and I talked over this today and it looks good to go!

We look forward to having David join us for future GCCAN activities, including the quarterly CEO mtgs.

Thanks,

Jenny

From: Lynn Plunkett <lplunkett@gmail.com>
Sent: Thursday, March 23, 2017 10:27:50 AM
To: Moody, David; Louis Erste; Pinson, Frank
Cc: Williams, Jenny; Bales, Kevin
Subject: Re: SWSS Conversion Process

Jenny,
I have reviewed the Roles and Responsibilities Matrix from Lanier Charter Career Academy. It reflects a strong commitment to effective governance and strategic decision-making among all partners of the Academy. If you agree, will you please follow through with TCSG approval and return to David Moody by March 27? Thanks
Lynn

Lynn

On Thu, Mar 23, 2017 at 8:31 AM, Moody, David <david.moody@hallco.org> wrote:

Ladies,

Attached you will find our SWSS application Roles and Responsibility Matrix. We believe we need your approval prior to going to our board on Monday, March 27th. Please let me know if there is anything else. We look forward to hearing from you.

Sincerely,
Dave

--

Lynn M. Plunkett, Ed.D
Certified School Improvement Specialist
Independent Education Consultant
544 Rustic Ridge Road
Rome, Georgia 30161
706-506-6993

"One hundred years from now, it won't matter what car I drove, what kind of house I lived in, how much I had in my bank account, nor what my clothes looked like. But, the world may be a little better because I was important in the life of a child."
-Author Unknown

BY-LAWS
of
Lanier College and Career Academy

ARTICLE I - ORGANIZATION

The name of the school is "Lanier College and Career Academy." The organization shall be referred to as "LCCA".

ARTICLE II - PURPOSES

LCCA is organized and operated as a school within the Hall County School District for the educational purposes set forth in the "SWSS Contract" agreed to by both Local and State Board(s) of Education.

ARTICLE III - MEMBERS OF GOVERNING BOARD

A Governing Board shall govern the school according to the SWSS contract and the laws of Georgia. The members of the board, their representative constituencies, their selection, procedures for filling vacancies, term limits, officer roles, and other specific governing guidelines can be found in the in these By-Laws.

The Governing Board shall meet no less, and no less frequently than four times a year.

Each board member shall have one vote and such voting may not be done by proxy.

A member shall serve for a two-year term, unless such member resigns or is removed (as provided) or is no longer eligible, at which time such member is eligible to be considered for re-nomination.

A member's unexpired two-year term shall be filled as soon as practical guided by the following criteria.

A. The Board shall strive to maintain an odd number of members.

The Board may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

Recommendation for removal of a member can be made by the executive committee when sufficient cause exists for such action. The removal must be agreed to by no less than 50% of the Board.

No board member or officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or member from receiving any compensation from the organization for duties other than as a member or officer. Any such compensation from the organization for duties other than as a member must be approved by a majority vote of the Board.

Ex officio (non-voting or voting) Board positions can be held by at least the following:

- President of Lanier Technical College (LTC) or another LTC designee
- President of Hall County Chamber of Commerce (Chamber) or another Chamber designee
- Hall County School District (School System) Superintendent or another School System designee
- Current High School and College Administrators at LCCA

The purpose of ex officio positions is to facilitate an enhanced level of communication with those additional community roles particularly critical to the successful functioning of LCCA. Other ex officio positions may be added by Board vote. Ex officio Board members may receive the same "pre-meeting" package as distributed to each voting member.

ARTICLE IV - OFFICERS

The officers of the organization shall include Chair, Vice-Chair. The Recording Secretary will be a secretarial representative from LCCA. The officers, along with the Executive Director of LCCA, LCCA Workforce Development representative, LCCA Assistant Administrator, Hall County School District representative, LTC representative, Hall County Chamber of Commerce representative, will constitute the executive committee. The officers shall initiate the activities of the executive committee and shall report such activities to other executive committee members as necessary to gain concurrence.

The Chair shall preside at all Governing Board meetings. He/she shall by virtue of his/her office be Chairman of the Governing Board. He/she shall appoint all committees, temporary or permanent, deemed necessary by the Board members. He/she shall see all books, reports and certificates required by law are properly kept or filed.

The Vice-Chair shall, in the event of the absence or inability of the Chair to exercise his/her office, become acting Chair of the organization with all the rights, privileges and powers as if he/she had been the duly elected Chair.

The Recording Secretary will keep the minutes and records of the organization in appropriate format. It shall be his/her duty to file any certificate required by any statute, federal or state. He/she shall give and serve all notices to members of this organization. He/she shall present to the members at any meetings any communication addressed to him/her as Secretary of the organization.

Nominating Committee

A nominating committee will be appointed by the Board Chair no later than the October Board meeting. The Nominating Committee shall at least consist of a Board representative from the Chamber, the Hall County School District, and from Lanier Technical College. The nominating committee will present a slate of officer and director nominations no later than the November meeting in order that the slate be voted upon no later than the December meeting.

Officers shall serve for a one year term and can succeed themselves if re-nominated.

ARTICLE V - MEETINGS

Regular meetings of this organization shall be held at Lanier College and Career Academy. All such meetings shall be held and conducted in compliance with Georgia's laws regarding open meetings.

The presence of at least 50% of the then-existing voting Members, shall constitute a quorum and shall be necessary to conduct the business of this organization. A majority vote of the members present shall be required to transact business.

Special meetings of this organization may be called by the Chair when he/she deems it in the best interest of the organization. Notices of such meeting shall be e-mailed or mailed to all members at their addresses as they appear in the membership roll book at least ten (10) days before the scheduled date set for such special meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom it was called. At the request of not less than

50% of the then-existing voting directors, the Chair shall cause a special meeting to be called but such request must be made in writing to the Chair at least ten (10) days before the requested scheduled date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present, who must constitute at least a quorum according to these By-Laws, at such meeting.

ARTICLE VI - VOTING BY OTHER THAN SCHEDULED MEETINGS

The Chair may call for electronic or phone call meeting between scheduled meetings in order to transact significant business. Notice of the time of the call and location where the call may be heard by the public shall be given in accordance with Georgia's Open Meetings laws, O.C.G.A. § 50-14-1, et seq. The call shall be conducted at the noticed location on speaker phone or other means so as to allow members of the public to hear the business discussed on the call. Minutes shall be kept of any such meeting just as with any regularly scheduled meeting. A quorum for such voting shall be not less than 50% of the then-existing voting members.

ARTICLE VII - ORDER OF BUSINESS

An Agenda shall be proposed to the Board prior to each regularly scheduled meeting. An Agenda adopted at the Board meeting shall govern the order of business of the meeting.

ARTICLE VIII - AMENDMENTS

These By-laws may be altered, amended, repealed or added to by an affirmative vote of not less than fifty (50%) percent of the Board.

ARTICLE IX - MISCELLANEOUS

The fiscal year for LCCA is consistent with that of Georgia educational agencies. The calendar year shall govern Board activities consistent with the school.

Reference in these By-laws to a particular organization equates to reference to both the current and successor organization.

In all cases, LCCA shall be governed by the laws of the State of Georgia and of the United States of America.

Attachment 4: GCCA Governing Board Composition

GCCA Board Member Name	GCCA Board Position/Title	GCCA Partnership Role (Technical College, Higher Ed, Business, or Community Partner)
Chris Smith	Chairperson	Business (Turbo Logistics)
Kim Guy	Assistant Administrator of Teacher Quality (Member)	School
David Moody	Principal (Member)	Principal
Dennis Stockton	Lanier Tech (Member)	Technical College
Rhonda Samples	HCSD (Member)	HCSD Director of CTAE
Tyrone Lucas	Workforce Development (Member)	LCCA Job Coach
Andi Harmon	Hall County Chamber of Commerce (Member)	Hall County Chamber Educator Liaison
Janet Lowery	HR Kubota (Member)	Business Director of HR-Kubota
Sandra Grindy	Lanier Islands Resort (Member)	Business Director of Human Resources

HALL COUNTY BOARD OF EDUCATION
RESOLUTION

WHEREAS, the **Hall** County Board of Education entered into a partnership contract with the State Board of Education on or about **July 1, 2016** for the operation of **Hall** County Public Schools as a Strategic Waivers School System;

WHEREAS, at the time of the district's application to become a Strategic Waivers School System, **Lanier** College and Career Academy was operating as a charter school;

WHEREAS, effective **March 27, 2017**, **Lanier** College and Career Academy will no longer operate as a charter school;

WHEREAS, the governing board for **Lanier** College and Career Academy has requested that the **Hall County** Board of Education seek approval by the State Board of Education of an amendment to its Strategic Waivers School System contract with the State Board of Education to include **Lanier** College and Career Academy with a vote of **9 to 0**;

WHEREAS, the governing board for **Lanier** College and Career Academy has met the requirements for College and Career Academies detailed in State Board of Education Rule 160-5-1-.33(2)(b)(12); and

WHEREAS, the **Hall** County Board of Education will ensure **Lanier** College and Career Academy has a governing board reflective of the school community and the partnership with decision-making authority and that its governing board members complete the required hours of initial and annual governance training provided by The Office of College and Career Transitions.

NOW, THEREFORE, BE IT RESOLVED that the **Hall** County Board of Education authorizes an amendment to its Strategic Waivers School System partnership contract with the State Board of Education to include **Lanier** College and Career Academy and hereby submits the amendment petition and this Resolution to the State Board of Education for final approval.

Adopted this the 27th day of March 2017.

HALL COUNTY BOARD OF EDUCATION



Board Chairperson



Superintendent

Attachment 6: SWSS Contract Amendment

STRATEGIC WAIVERS SCHOOL SYSTEM (SWSS) CONTRACT AMENDMENT

This amendment hereinafter referred to as "Amendment #2" is made and entered into by and between the State Board of Education and the Hall County Board of Education.

WHEREAS, the aforementioned parties entered into a SWSS contract on or about July 1, 2016 for the operation of a Strategic Waivers School System; and,

WHEREAS, the aforementioned parties sought to maximize academic and financial accountability.

NOW THEREFORE, the parties hereto mutually agree that:

The SWSS partnership contract shall be revised as follows:

- Exhibit G shall be revised to include the individual school plan for Lanier College and Career Academy.
- Paragraph 4 – Term of Contract shall be revised to add the following requirements: "Any College and Career Academy (CCA) opened by or any existing CCA included in this Contract must achieve certification by the Technical College System of Georgia's Office of College and Career Transitions (OCCT) by the end of the Contract Term. The Local Board will ensure the CCA has a governing board reflective of the school community and the partnership with decision-making authority and that its governing board members complete the required hours of initial and annual governance training provided by OCCT during the Contract Term."

Except as amended herein, all other terms and conditions of the SWSS contract, and subsequent amendments to the SWSS contract, if any, shall remain in full force and effect.

Chairperson, STATE BOARD OF EDUCATION

(Date)



3-27-17

Chairperson, HALL COUNTY BOARD OF EDUCATION

(Date)

Strategic Waivers School System (SWSS/IE²) Partnership Contract

Come now the **Hall County** Board of Education (Local Board) and the State Board of Education (State Board) and enter into this contract (the Contract) on the 1st day of July **2016**.

WHEREAS, pursuant to O.C.G.A. § 20-2-81, the Local Board has developed a five-year strategic plan (Strategic Plan), attached hereto as Exhibit A, for improving the performance of its schools;

WHEREAS, the Local Board has proposed a Contract reflecting its Strategic Plan for each of its schools including components for flexibility, accountability, and consequences, as contemplated by state law;

WHEREAS, the Local Board has provided the Georgia Department of Education (GaDOE) with current performance and demographic data for each of its schools;

WHEREAS, the Local Board has proposed a performance template for each of its elementary, middle and high schools (School Plans);

WHEREAS, the Local Board has held a public hearing on **February 22, 2016**, as provided by state law; and

WHEREAS, pursuant to O.C.G.A. § 20-2-82, the Local Board has entered into negotiations with the GaDOE in consultation with the Governor's Office of Student Achievement (GOSA) concerning its contract,

NOW, THEREFORE, in consideration of the promises, benefits and duties contained herein, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Local Board. The Local Board agrees that, in exchange for the flexibility outlined in Exhibit B, it will achieve the accountability goals detailed in Exhibit C. The accountability goals for each school will also be reflected in the attached individual School Plans: Exhibit E for elementary schools; Exhibit F for middle schools and Exhibit G for high schools. The Local Board further agrees that if a school fails to meet its accountability goals as set forth in Exhibit C, the Local Board will implement no later than the date specified herein the consequences outlined in Exhibit D. The Local Board further agrees to cooperate with GOSA as it monitors the performance of the schools under its jurisdiction.
2. Governor's Office of Student Achievement (GOSA). In accordance with state law, GOSA will monitor each of the Local Board's schools with regard to its progress toward meeting its intermediate and five-year academic accountability goal as outlined in Exhibit C. Schools meeting the equivalent of three years' of targeted improvement as outlined in Exhibits C, E, F and G, will be deemed as meeting the accountability requirements of this Contract. If any district school is not in compliance with this goal, then GOSA will

notify the State Board and the GaDOE accordingly. Additionally, GOSA will monitor district performance on the operational accountability goals as outlined in Exhibit C. If the school district is not in compliance with these goals, then GOSA will notify the State Board and the GaDOE accordingly.

Because of the need to establish school baseline data based upon Georgia's new assessment system, GOSA will work with Local Board staff to develop CCRPI targets for each school using the accountability metrics detailed in Exhibit C following receipt by GOSA of school-level CCRPI without Challenge Points from the GaDOE. Local Board will then provide to the GaDOE updated Exhibits E, F and G reflecting the appropriate targets for each school and these Exhibits shall be automatically amended into the contract, replacing the earlier Exhibits.

3. Georgia Department of Education (GaDOE). The GaDOE shall provide support to the Local Board's schools that are not high-performing in accordance with State Board Rule 160-7-1-.04 Accountability System Awards and Consequences.
4. Term of Contract. This Contract will be based upon a term of five (5) years of performance accountability allowing seven years of district flexibility for the purpose of setting school benchmarks initially and then again to allow GOSA to finalize Year Five performance results, since CCRPI data for Year Five will not be available until the following year. The additional year at the end of the contract also ensures the implementation of consequences. Any College and Career Academy (CCA) opened by or any existing CCA included in this Contract must achieve certification by the Technical College System of Georgia's Office of College and Career Transitions (OCCT) by the end of the Contract Term. The Local Board will ensure the CCA has a governing board

reflective of the school community and the partnership with decision-making authority and that its governing board members complete the required hours of initial and annual governance training provided by OCCT during the Contract Term.

5. Contract Extensions. This Contract may be extended on an annual basis beyond the Initial Term if the Local Board successfully meets the terms of the Contract for at least three or more years as determined by the State Board.
6. Contract Renewal. Prior to the end of the Contract Term, the Contract may be amended and renewed for up to five additional years. Renewal is conditional upon a Local Board's satisfactory compliance with the terms of this Contract as determined by the State Board.
7. Amendments. No amendment, change, or modification to this Contract will be binding upon the parties unless such amendment, change, or modification is made in writing as an amendment to this Contract and duly executed by all parties. In accordance with state law, the terms of this Contract may be amended only due to unforeseen circumstances as determined by the State Board of Education or as otherwise permitted by law.
8. Incorporation of Documents. The Local Board has adopted a Strategic Plan, Exhibit A. The flexibility, accountability and consequences components of this contract are outlined in Exhibits B, C and D. For each school under the direct jurisdiction of the Local Board, except for charter schools, a School Plan has been provided as Exhibits E, F, and G. Exhibits A, B, C, D, E, F, and G are hereby each incorporated by reference into this contract. In the event of any inconsistency or conflict concerning any provisions of the Contract including exhibits, any such inconsistency or conflict shall be resolved as follows:
 - (a) First, by giving preference to the terms of the Contract (without exhibits);

- (b) Second, by giving preference to Exhibits B, C, and D;
- (c) Third, by giving preference to Exhibits E, F and G; and
- (d) Fourth, by giving preference to Exhibit A.

9. Termination. The State Board may terminate this contract upon ninety (90) days written notice to the other party for reasonable cause. This Contract shall terminate automatically upon execution by all parties of a new partnership contract.
10. Authority. Each party represents and warrants that it has the authority to enter into this Contract and that its governing body has authorized, by proper action, the execution and delivery of the Contract. Each party represents that there is no litigation or proceeding pending or, to its knowledge, threatened against it having a material adverse effect on the right of the party to execute this Contract or the ability of the party to comply with any of its obligations under this Contract.
11. Venue and Governing Law. Any action brought by one party to this Contract against the other party shall be brought in the Superior Court of Fulton County and this Agreement will be governed by and construed in accordance with Georgia law.
12. Headings. The headings in this Contract have been inserted for convenience of reference and shall not affect, expand, or restrict the terms or conditions hereof.
13. Waiver. No party will be deemed to have waived any provisions of the Contract unless such waiver is made explicit in writing and signed by the party waiving such provision. No waiver shall be deemed to be a continuing waiver unless so stated in writing.
14. Waiver of Law and Rule. Notwithstanding any provision to the contrary, this 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; the requirements of O.C.G.A. § 20-2-210; the requirements of O.C.G.A. § 20-2-211.1; 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. .

15. Reporting Requirements. The Local Board shall be subject to all reporting requirements of 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.
16. Assignment. This Contract shall not be assigned or transferred unless consented to in writing by the State Board.
17. Notices. Any notice to be made by either party to the other shall be sufficiently made if delivered in hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the address set forth below or such other address as a party may designate by notice hereto.
18. Annual Review. Local Board staff will work cooperatively with GOSA in consultation with the GaDOE in monitoring of the accountability portion of this contract. Monitoring will include evaluating each school's progress toward meeting its performance

accountability goals. Significant changes in student populations will be considered by GOSA at the end of the contract year and may initiate the review of subsequent performance goals. Further, GOSA may adopt a policy allowing for a second look at school performance to inform its evaluation.

19. Consequences. Should one or more schools or the school district subject to this contract be deemed out of compliance by GOSA and the State Board as provided by law or rule, the Local Board agrees to adopt or implement in a timely manner the appropriate consequence(s) as outlined on Exhibit D. "In a timely manner" means before June 30, 2023, unless the contract is extended or renewed.

20. Effective Dates for Contract Provisions. This contract shall become effective on July 1, **2016** and, unless extended or renewed, will end on June 30, 2022. The performance accountability provisions of this contract will become effective July 1, 2016 and end on June 30, 2021.

21. Time. Time is of the essence for this Contract.

22. Execution in Counterparts. This Contract may be executed in multiple counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

23. Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this agreement.

FOR DEPARTMENT:

Attention: Garry McGiboney
Deputy Superintendent for Policy and External Affairs
Georgia Department of Education
205 Jesse Hill Jr. Drive,
2053 Twin Towers East
Atlanta, Georgia 30334
Phone: 404-657-2965
Fax: 404-656-0966

FOR LOCAL EDUCATIONAL AGENCY:

Mr. Nath Morris, Chairman
Hall County Board of Education
711 Green St.
Gainesville, GA 30501
Phone: 770.534.1080
Fax: 770.535.7404

Mr. Will Schofield, Superintendent
Hall County School District
711 Green St.
Gainesville, GA 30501
Phone: 770.534.1080
Fax: 770.535.7404

IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respected entities below as of the day and year indicated.

GEORGIA DEPARTMENT OF EDUCATION


Michael P. Royal, Chair, State Board of Education

Richard Woods, State Superintendent of Schools

PUBLIC SCHOOL DISTRICT



Mr. Nath Morris, Chairman, Hall County Board of Education



Mr. Will Schofield, Superintendent, Hall County School District

**Table of Exhibits – Hall County Strategic Waivers School System (SWSS/IE²)
Contract 2016**

Exhibit A – Strategic Plan

Exhibit B – Flexibility Component of Contract

Exhibit C – Accountability Component of Contract

Exhibit D – Consequences Component of Contract

Exhibit E – School Plans for Elementary Schools

Exhibit F – School Plans for Middle Schools

Exhibit G – School Plans for High Schools

Strategic Waivers School System (SWSS/IE²) Partnership Contract

Come now the Hall County Board of Education (Local Board) and the State Board of Education (State Board) and enter into this contract (the Contract) on the 1st day of July 2016.

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WHEREAS, pursuant to O.C.G.A. § 20-2-81, the Local Board has developed a five-year strategic plan (Strategic Plan), attached hereto as Exhibit A, for improving the performance of its schools;

WHEREAS, the Local Board has proposed a Contract reflecting its Strategic Plan for each of its schools including components for flexibility, accountability, and consequences, as contemplated by state law;

WHEREAS, the Local Board has provided the Georgia Department of Education (GaDOE) with current performance and demographic data for each of its schools;

WHEREAS, the Local Board has proposed a performance template for each of its elementary, middle and high schools (School Plans);

WHEREAS, the Local Board has held a public hearing on February 22, 2016, as provided by state law; and

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WHEREAS, pursuant to O.C.G.A. § 20-2-82, the Local Board has entered into negotiations with the GaDOE in consultation with the Governor's Office of Student Achievement (GOSA) concerning its contract,

NOW, THEREFORE, in consideration of the promises, benefits and duties contained herein, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Local Board. The Local Board agrees that, in exchange for the flexibility outlined in Exhibit B, it will achieve the accountability goals detailed in Exhibit C. The accountability goals for each school will also be reflected in the attached individual School Plans: Exhibit E for elementary schools; Exhibit F for middle schools and Exhibit G for high schools. The Local Board further agrees that if a school fails to meet its accountability goals as set forth in Exhibit C, the Local Board will implement no later than the date specified herein the consequences outlined in Exhibit D. The Local Board further agrees to cooperate with GOSA as it monitors the performance of the schools under its jurisdiction.
2. Governor's Office of Student Achievement (GOSA). In accordance with state law, GOSA will monitor each of the Local Board's schools with regard to its progress toward meeting its intermediate and five-year academic accountability goal as outlined in Exhibit C. Schools meeting the equivalent of three years' of targeted improvement as outlined in Exhibits C, E, F and G, will be deemed as meeting the accountability requirements of this Contract. If any district school is not in compliance with this goal, then GOSA will

notify the State Board and the GaDOE accordingly. Additionally, GOSA will monitor district performance on the operational accountability goals as outlined in Exhibit C. If the school district is not in compliance with these goals, then GOSA will notify the State Board and the GaDOE accordingly.

Because of the need to establish school baseline data based upon Georgia's new assessment system, GOSA will work with Local Board staff to develop CCRPI targets for each school using the accountability metrics detailed in Exhibit C following receipt by GOSA of school-level CCRPI without Challenge Points from the GaDOE. Local Board will then provide to the GaDOE updated Exhibits E, F and G reflecting the appropriate targets for each school and these Exhibits shall be automatically amended into the contract, replacing the earlier Exhibits.

3. Georgia Department of Education (GaDOE). The GaDOE shall provide support to the Local Board's schools that are not high-performing in accordance with State Board Rule 160-7-1-.04 Accountability System Awards and Consequences.
4. Term of Contract. This Contract will be based upon a term of five (5) years of performance accountability allowing seven years of district flexibility for the purpose of setting school benchmarks initially and then again to allow GOSA to finalize Year Five performance results, since CCRPI data for Year Five will not be available until the following year. The additional year at the end of the contract also ensures the implementation of consequences. Any College and Career Academy (CCA) opened by or any existing CCA included in this Contract must achieve certification by the Technical College System of Georgia's Office of College and Career Transitions (OCCT) by the end of the Contract Term. The Local Board will ensure the CCA has a governing board

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reflective of the school community and the partnership with decision-making authority and that its governing board members complete the required hours of initial and annual governance training provided by OCCCT during the Contract Term.

5. Contract Extensions. This Contract may be extended on an annual basis beyond the Initial Term if the Local Board successfully meets the terms of the Contract for at least three or more years as determined by the State Board.
6. Contract Renewal. Prior to the end of the Contract Term, the Contract may be amended and renewed for up to five additional years. Renewal is conditional upon a Local Board's satisfactory compliance with the terms of this Contract as determined by the State Board.
7. Amendments. No amendment, change, or modification to this Contract will be binding upon the parties unless such amendment, change, or modification is made in writing as an amendment to this Contract and duly executed by all parties. In accordance with state law, the terms of this Contract may be amended only due to unforeseen circumstances as determined by the State Board of Education or as otherwise permitted by law.
8. Incorporation of Documents. The Local Board has adopted a Strategic Plan, Exhibit A. The flexibility, accountability and consequences components of this contract are outlined in Exhibits B, C and D. For each school under the direct jurisdiction of the Local Board, except for charter schools, a School Plan has been provided as Exhibits E, F, and G. Exhibits A, B, C, D, E, F, and G are hereby each incorporated by reference into this contract. In the event of any inconsistency or conflict concerning any provisions of the Contract including exhibits, any such inconsistency or conflict shall be resolved as follows:
 - (a) First, by giving preference to the terms of the Contract (without exhibits);

- (b) Second, by giving preference to Exhibits B, C, and D;
- (c) Third, by giving preference to Exhibits E, F and G; and
- (d) Fourth, by giving preference to Exhibit A.

9. Termination. The State Board may terminate this contract upon ninety (90) days written notice to the other party for reasonable cause. This Contract shall terminate automatically upon execution by all parties of a new partnership contract.
10. Authority. Each party represents and warrants that it has the authority to enter into this Contract and that its governing body has authorized, by proper action, the execution and delivery of the Contract. Each party represents that there is no litigation or proceeding pending or, to its knowledge, threatened against it having a material adverse effect on the right of the party to execute this Contract or the ability of the party to comply with any of its obligations under this Contract.
11. Venue and Governing Law. Any action brought by one party to this Contract against the other party shall be brought in the Superior Court of Fulton County and this Agreement will be governed by and construed in accordance with Georgia law.
12. Headings. The headings in this Contract have been inserted for convenience of reference and shall not affect, expand, or restrict the terms or conditions hereof.
13. Waiver. No party will be deemed to have waived any provisions of the Contract unless such waiver is made explicit in writing and signed by the party waiving such provision. No waiver shall be deemed to be a continuing waiver unless so stated in writing.
14. Waiver of Law and Rule. Notwithstanding any provision to the contrary, this 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; the requirements of O.C.G.A. § 20-2-210; the requirements of O.C.G.A. § 20-2-211.1; 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. .

15. Reporting Requirements. The Local Board shall be subject to all reporting requirements of 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.

16. Assignment. This Contract shall not be assigned or transferred unless consented to in writing by the State Board.

17. Notices. Any notice to be made by either party to the other shall be sufficiently made if delivered in hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the address set forth below or such other address as a party may designate by notice hereto.

18. Annual Review. Local Board staff will work cooperatively with GOSA in consultation with the GaDOE in monitoring of the accountability portion of this contract. Monitoring will include evaluating each school's progress toward meeting its performance accountability goals. Significant changes in student populations will be considered by

GOSA at the end of the contract year and may initiate the review of subsequent performance goals. Further, GOSA may adopt a policy allowing for a second look at school performance to inform its evaluation.

19. Consequences. Should one or more schools or the school district subject to this contract be deemed out of compliance by GOSA and the State Board as provided by law or rule, the Local Board agrees to adopt or implement in a timely manner the appropriate consequence(s) as outlined on Exhibit D. "In a timely manner" means before June 30, 2023, unless the contract is extended or renewed.

20. Effective Dates for Contract Provisions. This contract shall become effective on July 1, ~~2016~~ and, unless extended or renewed, will end on June 30, 2022. The performance accountability provisions of this contract will become effective July 1, 2016 and end on June 30, 2021.

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21. Time. Time is of the essence for this Contract.

22. Execution in Counterparts. This Contract may be executed in multiple counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

23. Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this agreement.

FOR DEPARTMENT:

Attention: Garry McGiboney
Deputy Superintendent for Policy and External Affairs
Georgia Department of Education
205 Jesse Hill Jr. Drive,
2053 Twin Towers East
Atlanta, Georgia 30334
Phone: 404-657-2965
Fax: 404-656-0966

FOR LOCAL EDUCATIONAL AGENCY:

<u>Mr. Nath Morris, Chairman</u>	<u>Mr. Will Schofield, Superintendent</u>
<u>Hall County Board of Education</u>	<u>Hall County School District</u>
<u>711 Green St.</u>	<u>711 Green St.</u>
<u>Gainesville, GA 30501</u>	<u>Gainesville, GA 30501</u>
<u>Phone: 770.534.1080</u>	<u>Phone: 770.534.1080</u>
<u>Fax: 770.535.7404</u>	<u>Fax: 770.535.7404</u>
<u> </u> , Chairman	<u> </u> , Superintendent
<u> </u> Board of Education	<u> </u> School District
<u>[Put Address Here]</u>	<u>[Put Address Here]</u>
<u>[Put Address Here]</u>	<u>[Put Address Here]</u>
Phone: <u> </u>	Phone: <u> </u>
Fax: <u> </u>	Fax: <u> </u>

IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respected entities below as of the day and year indicated.

GEORGIA DEPARTMENT OF EDUCATION

Michael P. Royal, Chair, State Board of Education

Richard Woods, State Superintendent of Schools

PUBLIC SCHOOL DISTRICT

Mr. Nath Morris, Chairman, Hall County Board of Education

Mr. Will Schofield, Superintendent, Hall County School District

, Chairman, Board of Education

, Superintendent, School District

**Table of Exhibits – Hall County Strategic Waivers School
System (SWSS/IE²) Contract 2016**

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March 27, 2017

Garry McGiboney, Deputy Superintendent
Georgia Department of Education
2053 Twin Towers East
205 Jesse Hill Jr. Drive
Atlanta, Georgia 30334-5080

Dear Dr. McGiboney:

Please accept this as our letter of intent to request an amendment to the Strategic Waiver School System contract (formerly named the Investing in Educational Excellence School System or IE² Partnership contract) between the Hall County School District and the State Board of Education. At the time of our district's application to operate as a Strategic Waiver School System, Lanier Charter Career Academy was operating as a charter school. As of July 14, 2016, this school no longer operate as a charter school.

Enclosed please find a resolution from the Hall County Board of Education indicating the desire to add Lanier Charter Career Academy to Hall County's SWSS contract. We look forward to working with the Georgia Department of Education and the Governor's Office of Student Achievement as we continue this process for school improvement and increased student performance.

Sincerely,

Will Schofield
Superintendent
Hall County School District

Enclosures

cc: Lou Erste, Associate Superintendent, Georgia Department of Education
Howard Hendley, Director, Policy Division, Georgia Department of Education
Martha Ann Todd, Executive Director, Governor's Office of Student Achievement

School Data Component - High

Name of School:	Lanier Career Academy
Street Address:	2723 Tumbling Creek Road
City, State Zip Code:	Gainesville, GA 30504
GA DOE School Facility Code:	0105
Designated School Contact Person:	
Name	David Moody
Title	Executive Director
Telephone Number	770-531-2330
Fax Number	678-450-5978
Email Address	david.moody@hallco.org
Grades Served By School:	6-12

School Demographic Trend Data by Subgroup - High

«School»	School Year				
	2012-13	2013-14	2014-15	2015-16	2016-17
Student Enrollment					
American Indian	0	0	0	0	1
Asian /Pacific Islander	2	3	3	4	0
Pacific Islander (reported beginning 2012-2013)	0	1	0	0	0
Black	34	28	31	23	37
Hispanic	189	186	261	193	143
Multi-Ethnic	8	9	6	10	9
White	212	178	183	144	139
ESOL: Percent Enrolled	11.46	13.58	12.59	13.66	14.92
SPED: Percent Enrolled	35.96	40.99	20.57	23.55	25.39
F/R Lunch: Percent Eligible	92.36	76.05	70.36	68.75	65.94
Average Student Attendance	89.62	89.04	90.01	87.69	89.78



College and Career Ready Performance Index (CCRPI)

Richard Woods Georgia's School Superintendent



«School»	CCRPI Score	Sum of Achievement, Progress, Achievement Gap, and Challenge Points				
		Achievement Points	Progress Points	Achievement Gap Points	Challenge Points	
					ED/EL/SWD Performance Points	Exceeding the Bar Points
CCRPI 2012	50.2	21.6	13.6	15	0	0
					0	
CCRPI 2013	36.1	18.2	12.5	NA	0	0
					0	
CCRPI 2014	39.4	19	12.9	7.5	0	0
					0	
CCRPI 2015	43.4	13	26	4.4	0	0
					0	
CCRPI 2016	32.6	11.8	18.6	2.2	0	0
					0	