

STRATEGIC WAIVER SCHOOL SYSTEM CONTRACT FOR HALL COUNTY

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

WHEREAS, the Hall County local school system is currently a Strategic Waivers School System (SWSS); and

WHEREAS, the Local Board has adopted a five-year strategic plan for improving the performance of its schools; and

WHEREAS, the Local Board desires to continue operating as a SWSS.

NOW THEREFORE, in consideration of the promises, mutual agreements, and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, State Board of Education rules or regulations, or the state accountability system, are amended otherwise.
 - a. **Additional Targeted Support and Improvement ("ATSI") school:** A school in which any subgroup of students, on its own, would identify the school as a Comprehensive Support and Improvement school.
 - b. **College and Career Academy ("CCA"):** A specialized school established as a charter school or pursuant to a contract for a strategic waivers school system or charter system, which formalizes a partnership that demonstrates a collaboration between business, industry, and community stakeholders to advance work force development between one or more local boards of education, a private individual, a private organization, or a state or local public entity in cooperation with one or more postsecondary institutions.
 - c. **College and Career Ready Performance Index ("CCRPI"):** A comprehensive school improvement, accountability, and communication platform for all educational stakeholders that will

promote college and career readiness for all Georgia public school students.

- d. **Comprehensive Support and Improvement (“CSI”) school:** A school within the lowest performing five percent of Title 1 schools.
 - e. **Georgia Department of Education (“Department”):** The state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.
 - f. **Material term:** An important or substantial aspect in this Contract. A change to a material term may alter the rights, obligations, interests, or relations of the Parties.
 - g. **Non-performing school:** A public school that is part of a Strategic Waiver School System and is identified as not meeting one or more of goals (a) through (e) of Section 7 of this Contract.
 - h. **State Board of Education (“SBOE” or “State Board”):** The constitutional authority that defines education policy for public K – 12 education agencies in Georgia.
 - i. **Strategic Waivers School System (“SWSS”):** A local school system that elects to request increased flexibility pursuant to O.C.G.A §§ 20-2-80 through 20-2-84.6.
 - j. **Targeted Support and Improvement (“TSI”) school:** A school within the lowest performing five percent of schools with one or more consistently underperforming student groups.
2. **Contract Term.** The State Board grants this Contract to the Local Board to operate a SWSS for a 6-year term beginning on July 1, 2024 and expiring on June 30, 2030.
3. **Responsibility.** The Local Board shall ultimately be responsible for all duties to be performed by the SWSS and the schools within the SWSS under this Contract.
- a. In addition to any local charter schools within the local school system, the

following schools are not part of the SWSS Contract:

4. **College and Career Academies.** Any CCA opened by or any existing CCA included in the SWSS must meet the definition of a College and Career Academy as defined in O.C.G.A § 20-4-37(b)(5). The SWSS must notify the Department and the Technical College System of Georgia of the opening, and the CCA must meet the following requirements:

- a. If an existing CCA is included in the SWSS, then the current CCA's governing board would continue as the governing board of the CCA, using its current by-laws for operation and procedures for electing members.
- b. Provide a Roles and Responsibilities Chart between the CCA governing board, the SWSS, and the CCA's higher education and business partners that includes the following:
 - Information on the CCA's decision making authority in decisions relating to personnel, finance, curriculum and instruction, school improvement goals, and school operations;
 - Information on how the CCA will be funded by the local school system and other strategic partners; and
 - Information on the services and supports to be provided to the CCA by the local school system.
- c. The following CCAs are included in this Contract:
Lanier College Career Academy

5. **Flexibility Allowed by Law.** In exchange for the SWSS's agreement to meet or exceed the goals and measurable objectives set forth in Section 7 of this Contract, to adhere to the interventions set forth in Section 8 of this Contract, and to be subject to the sanctions set forth in Section 9 of this Contract, the State Board grants the SWSS flexibility from the specifically identified state laws, rules, and regulations outlined in Appendix A (Flexibility Component of Contract), which is incorporated in and attached to this Contract. Pursuant to O.C.G.A. § 20-2-84, the overarching goal of each waiver request is to improve student performance. Notwithstanding this flexibility, the SWSS and each of its SWSS schools shall comply with the terms of this Contract.

6. **Accreditation.** The SWSS's accreditation shall be maintained for the duration of

the Contract term.

7. **Accountability.** The SWSS shall comply with meeting the accountability component of the Contract. The 2022-2023 school year will serve as the baseline year for accountability data.

- a. **Goal 1a:** By June 30, 2026, the SWSS shall decrease the number of schools identified as CSI schools on the 2023-2024 CSI list released by the Department.
- b. **Goal 1b:** By June 30, 2030, the SWSS shall decrease the number of schools identified as CSI schools on the 2026-2027 CSI list released by the Department.
- c. **Goal 2a:** By June 30, 2026, the SWSS shall decrease the number of schools identified as ATSI schools on the 2023 -2024 ATSI list released by the Department.
- d. **Goal 2b:** By June 30, 2030, the SWSS shall decrease the number of schools identified as ATSI schools on the 2026-2027 ATSI list released by the Department.
- e. **Goal 3:** Each SWSS school that is in compliance with meeting Goals 1 – 2 of this section for the 2022-2023 baseline year shall maintain its current level of performance.
- f. **Goal 4:** Pursuant to O.C.G.A. § 20-2-67, the SWSS shall operate in a fiscally sound manner as measured by not being designated a financial high-risk system as determined by the Department of Audits and Accounts (“DOAA”) and the Department.

8. **Interventions.** Pursuant to O.C.G.A. § 20-2-84, the Department shall impose one or more interventions for SWSS schools that have not made progress towards meeting the goals contained in Section 7 of this Contract. Interventions include the following:

- a. Implementation of the intensive school plan developed pursuant to O.C.G.A. § 20-14-46; or

- b. Submission to DOAA the Department, or both for approval of a written corrective action plan; implementation of the approved corrective action plan; and participation in annual trainings offered or required by DOAA, the Department, or both to address the financial risk, pursuant to O.C.G.A. § 20-2-67; or
 - c. Any other interventions or requirements deemed appropriate by the Department and the State School Superintendent.
- 9. **Sanctions.** Pursuant to O.C.G.A. § 20-2-84, by the end of this Contract's term, if a SWSS has not met the goals outlined in Section 7 of this Contract, the State Board may impose sanctions on the non-performing schools. Sanctions include one or more of the following:
 - a. Removal of school personnel, which may include the principal and personnel whose performance has been determined to be insufficient to produce student achievement gains; or
 - b. Complete restructuring of the school's governance arrangement and internal organization; or
 - c. Loss of, or modification of, any requested flexibility from state statutes or associated rules outlined in Appendix A of this Contract, as recommended by the State School Superintendent.
- 10. **Annual Monitoring.** The Local Board shall work cooperatively with the Department in annually monitoring the goals outlined in Section 7 of this Contract. Monitoring will include evaluating each school's progress toward meeting its accountability goals.
- 11. **Annual Report.** The SWSS shall submit an annual report to the Department according to the Department's guidelines and templates. The annual report may include, but is not limited to, an indication of the SWSS's progress towards the goals outlined in Section 7 of this Contract and the implementation and impact of the identified waivers outlined in Appendix A of this Contract.
- 12. **Demographic and Performance Data.** The SWSS attests to the accuracy of the demographic and performance data for each of its schools as recorded in the annual CCRPI report. If the SWSS identifies a discrepancy in the demographic and performance data contained in the CCRPI report, the SWSS must notify the

Department within thirty (30) days of identifying the discrepancy.

13. **Compliance with Other Laws, Rules, and Regulations.** The SWSS and each of its SWSS schools shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws that may not be waived pursuant to O.C.G.A. § 20-2-82(e), including the following, which are listed by way of example and not by way of limitation.
- a. **Civil Rights, Insurance, Health and Safety and Conflicting Interests.** The SWSS shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct.
 - b. **Asbestos Remediation.** The SWSS shall comply with the terms of any applicable asbestos remediation plan.
 - c. **Unlawful Conduct.** The SWSS shall be subject to all laws relating to unlawful conduct in or near a public school.
 - d. **Student Conduct and Discipline.** The SWSS shall maintain and implement a written policy regarding student discipline policy shall be consistent with due process.
 - e. **State Board Rules.** The SWSS comply with all State Board Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 5 of this Contract.
 - f. **Prohibition on Discrimination.** The SWSS shall not discriminate against students on the basis of any characteristic protected by local, state, or federal law.
 - g. **Reporting Requirements.** The SWSS shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320 and 20-2-740.
 - h. **Tuition.** The SWSS shall not charge tuition or fees to its students except

as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.

- i. **Brief Period of Quiet Reflection.** The SWSS shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.
- j. **Individual Graduation Plans.** The SWSS shall comply with O.C.G.A. § 20-2-327 regarding Individual Graduation Plans.
- k. **Family Educational Rights and Privacy Act.** The SWSS is subject to all provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.
- l. **Health Insurance Portability and Accountability Act.** The SWSS is subject to all provisions of the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, § 264, 110 Stat. 1936.
- m. **QBE Formula Earnings.** The SWSS acknowledges that criteria used to calculate Quality Basic Education ("QBE") funding cannot be waived.
- n. **Funding.** The SWSS acknowledges that, although becoming a strategic waiver system provides a local school system with some flexibility, waivers cannot be used to generate additional funding.
- o. **Early Intervention Programs.** The SWSS shall comply with O.C.G.A. § 20-2-153 related to early intervention programs.
- p. **Divisive Concepts.** The SWSS shall comply with O.C.G.A. § 20-1-11 related to divisive concepts.

Failure to operate in accordance with the provisions of this Section may result in loss of flexibility for the SWSS.

14. **Contract Extension**

- a. **Automatic Extension.** This Contract may be automatically extended upon the expiration of the Contract term if the SWSS or SWSS schools meet the goals outlined in Section 7 of this Contract by the end of the Contract term

and adheres to all requirements of Section 13 of this Contract. If these conditions are met and the Local Board wishes to continue as a SWSS, it must complete the Department's requirements for an automatic extension.

- b. **Extension to Meet Performance Goals.** During the final year of the Contract term, the Local Board may request to extend the Contract term by three years to provide additional time to meet the goals outlined in Section 7 of this Contract. If the extension is granted and the SWSS meets its goals outlined in Section 7 of this Contract during the extension period, then the three-year extension will count as the first three years of the next SWSS contract term, if granted. No more than two three-year extensions will be granted. If the Local Board wishes to extend the Contract term by three years, it shall seek an amendment to the Contract in accordance with Section 15 of this Contract.

- 15. **Amendments.** Any material term of this Contract, as determined by the Department, must be amended in writing upon the approval of the Local Board and the State Board. If the Local Board wishes to amend this Contract, it must complete the Department's amendment requirements.

- a. For amendment requests that originate with the State Board, the Department shall provide the Local Board with sixty (60) days' written notice prior to amending the Contract. The notice shall include a copy of the proposed changes. If the proposed changes to the Contract are not material, as determined by the Department, then the Department does not have to send a copy of the proposed changes to the Local Board prior to amending the Contract.

- 16. **Probation.** The State Board may place the SWSS on probation upon ninety (90) days written notice to the Local Board for reasonable cause. Reasonable cause includes the following:

- a. The SWSS's failure to adhere to any material term of this Contract, including the accountability requirements outlined in Section 7 herein;
- b. The SWSS's failure to meet generally accepted standards of fiscal management; or
- c. The SWSS's violation of applicable federal, state, or local laws, rules, regulations, or court orders; or

- d. The existence of conditions that place the health, safety, or welfare of students or staff of the SWSS in danger.

17. **Termination.** The State Board may terminate this Contract for reasonable cause upon ninety (90) days written notice to the Local Board for reasonable cause. Reasonable cause includes the following:

- a. The SWSS's failure to adhere to any material term of this Contract, including the accountability requirements outlined in Section 7 herein;
- b. The SWSS's failure to meet generally accepted standards of fiscal management; or
- c. The SWSS's violation of applicable federal, state, or local laws or court orders; or
- d. The existence of conditions that place the health, safety, or welfare of students or staff of the SWSS in danger.

18. **Temporary Extension.** At the discretion of the Department and the Local Board, the Contract term may be extended for a grace period not exceeding sixty (60) days. The request for a temporary extension must be in writing and will be attached to this Contract.

19. **Non-Agency.** The Parties expressly acknowledge and agree that the SWSS is not acting as the agent of the State Board or the Department, except as required by law or this Contract. The SWSS acknowledges that it is without authority to, and will not, extend the faith and credit of the State Board or the Department to any third party.

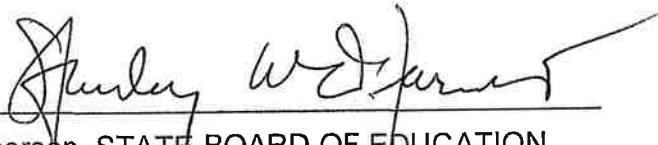
20. **Delegation.** The Parties agree and acknowledge that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the Parties.

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

herein will result in the correlative and immediate modification of this Contract without the necessity for executing a written amendment.

22. **Headings.** Section headings are for convenient reference only and are not part of the Contract. Section headings do not enlarge or limit any Section's contents.
23. **Non-Waiver.** No waiver of any breach of this Contract shall be held as a waiver of any other or subsequent breach.
24. **Severability.** If any provision of the Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect.
25. **Contradicting or Conflicting Provisions.** If any provision of the Contract is determined to contradict or conflict with any other provision of the Contract, the contradiction or conflict shall be resolved in favor of the flexibility granted pursuant to O.C.G.A. § 20-2-82.
26. **Governing Law and Venue.** This Contract shall be governed by, subject to, and construed under the laws of the State of Georgia. Any action brought against the State Board shall be brought in the Superior Court of Fulton County.
27. **Counterparts.** The Parties agree that this Contract may be executed in one or more counterparts which, when taken together, shall constitute one agreement. The Parties further acknowledge and agree that electronic signatures, as well as faxed or scanned and emailed counterpart signature copies of this Contract, shall be as effective and binding as original signatures.
28. **Entire Agreement.** This Contract sets forth the entire agreement between the Local Board and the State Board with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Local Board and the State Board are superseded by this Contract.

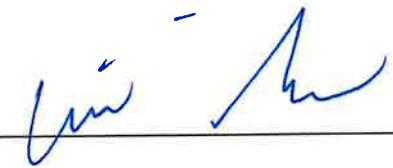
SWSS CONTRACT FOR HALL COUNTY


Chairperson, STATE BOARD OF EDUCATION

7/16/24
(Date)


Chairperson, Craig Herrington BOARD OF EDUCATION

8/12/24
(Date)


Superintendent, Will Schofield

8/12/24
(Date)

Appendix A – Flexibility Component of Contract

Under O.C.G.A. § 20-2-80 and State Board Rule 160-5-1-.33, Hall County is seeking flexibility for all schools included in this Contract from the following state laws, rules, and regulations in exchange for greater accountability.

O.C.G.A. § 20-2-82 mandates that the goal for each waiver and variance shall be the improvement of student performance. This Appendix delineates the specifically identified state laws, rules, regulations, policies, and procedures for which a waiver is requested and the expected impact of such waivers on student performance.

Pursuant to O.C.G.A. § 20-2-84, the SWSS must request a waiver or variance of at least one of the following areas:

- Class size requirements in O.C.G.A. § 20-2-182;
- Expenditure controls in O.C.G.A. § 20-2-171 and categorical allotment requirements in Article 6 of Title 20;
- Certification requirements in O.C.G.A. § 20-2-200; or
- Salary schedule requirements in O.C.G.A. § 20-2-212.

Waiver areas selected:

Class size requirements in O.C.G.A. § 20-2-182
Expenditure controls in O.C.G.A. § 20-2-171 and categorical allotment requirements in Article 6 of Title 20
Certification requirements in O.C.G.A. § 20-2-200
Salary schedule requirements in O.C.G.A. § 20-2-212

Academic Programs Flexibility Rationale:

A midsize, suburban school district in the northeast area of the state, the Hall County School District has remained steady in its enrollment; however, the composition of its student body and community continues to evolve. The range of academic needs has become greater with our changing student population. The district is committed to its mission of "Character, Competency, Rigor...For All." In an effort to give students opportunities to pursue their interests, the district offers over 37 programs of choice and magnet schools. In addition, the Hall County School District is pursuing the distinction of Economic Development Partnership with the Greater Hall Chamber of Commerce, local businesses and industry, secondary education, and the Georgia Department of Education. The district strives to prepare students ready for college, career, and life. The waivers of specified rules and laws pertaining to academic programs will allow the Hall County School District to continue making adjustments to programming and curriculum offerings to meet the needs of our students in order to increase student achievement in literacy and numeracy preparing students to be life ready.

ACADEMIC PROGRAMS FLEXIBILITY	Implementation Details
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Competencies and Core Curriculum, Online Learning	§20-2-140.1	The Hall County School District offers the Hall County School District Virtual Program of Choice (VPOC). As such, the district seeks flexibility in providing its own online course offerings for students. By offering the VPOC 4-12 a standards based curriculum, there is flexibility in the delivery and students' access to the curriculum.
Competencies and Core Curriculum, Online Learning	§20-2-142	The Hall County School District seeks to continue exercising flexibility in this area to benefit students transferring into the school system with high school credit in US History and Government. Some students transferring into the HCSD from other states may have earned these credits in previous grade levels. As such, some students may have already earned credits for comparable courses before they move to Georgia that may not include Georgia-specific information (i.e., state constitution, state history). As students have met the course requirements in the state in which they were previously enrolled, the HCSD seeks to recognize those courses to support students in their efforts to meet graduation requirements.
General and career education programs	§20-2-151	The Hall County School District seeks flexibility to reduce the number of school days we offer in a given year if needed; students might not have access to the full grade level curriculum. Newcomer students often have incomplete school and personal records, which can result in incorrect grade placement. The HCSD seeks flexibility from the specific instructional time allotments to think differently about scheduling for instruction. This flexibility would allow the district to dedicate more time to prioritized areas for improving student achievement and growth, while not requiring students who meet standards to serve time to meet requirements.
Driver education courses	§20-2-151.2	The Hall County School District seeks flexibility as dual enrollment students may be pursuing a CDL and would need to receive full credit hours.
Remedial education program	§20-2-154	The Hall County School District seeks flexibility in the maximum percentage of students that can be served. Schools within our district have populations where more than 25% of students qualify for remedial education. The high number of ESOL students will require remedial services in order to graduate. The SBOE rule limits the number of segments students can be served based on their grade level. The HCSD seeks to serve students based on their needs, giving the district the ability to serve additional segments to students if applicable.
Alternative education program	§20-2-154.1	The Hall County School District seeks flexibility in offering innovative program models in our alternative school. The district has an alternative education program in place;

		however, if that should be full, we may need to implement a creative alternative school model embedded within our schools to meet our students' needs.
School climate management program	§20-2-155	The Hall County School District, while accepting technical assistance, would like to wave the reporting aspect of the state. In addition, the district would like to explore innovative school climate program models.
Limited English proficient program	§20-2-156	The Hall County School District seeks continued flexibility to use innovative program models to serve EL students (i.e., Newcomer Academy, enrichment programming for identified gifted EL students). The SBOE rule limits the number of segments students can be served based on their grade level. The HCSD seeks to serve students based on their needs as indicated by their language proficiency levels, giving the district the ability to serve additional segments to students with Language Proficiencies of Level 1 or 2.
Public School Choice	§20-2-2131	The Hall County School District seeks flexibility in developing its own transfer processes including notification and deadline requirements. When a transfer student is unable to provide their own transportation so that they can have satisfactory attendance, we may request for them to return to their zoned school where transportation is provided.
Promotion & Retention	§20-2-283	The Hall County School District seeks flexibility in determining when students are promoted. The district would like to develop its own criteria beyond the end of grade assessment for determining promotion and retention requirements. The high number of EL students and second language learners in our district who are making progress on the ACCESS and receive EL services may not be able to show competency. (Note: Currently, the End-of-Course test calculates as 10% of the student's final numeric grade in the HSCD. Beginning in the 2024-25 school year, the End-of-Course test will calculate as 20% of the student's final numeric grade.)
Promotion & Retention	§20-2-284	The Hall County School District seeks flexibility in determining when students are promoted. The district would like to develop its own criteria beyond the end of grade assessment for determining promotion and retention requirements. The high number of EL students and second language learners in our district who are making progress on the ACCESS and receiving EL services may not be able to show competency. (Note: Currently, the End-of-Course test is calculated as 10% of the student's final numeric grade in the HSCD. Beginning in the 2024-25 school year, the End-of-Course test will be calculated as 20% of the student's final numeric grade.)

Organization of Schools; School Administrative Managers	§20-2-290	The Hall County School District seeks flexibility in employing school administrative managers as well as determining their qualifications. For example, if a current administrator unexpectedly leaves the position and the district must hire a leader who has not yet met the qualification requirements.
School Attendance, Compulsory Attendance	§20-2-690.2	The Hall County School District seeks flexibility in participation in a school attendance and school climate committee. In addition, the district seeks flexibility in developing a written attendance protocol along with posting and reporting requirements. Having this flexibility would also give the district the latitude as to when it could implement a remote learning day.
School Councils	§20-2-85	The Hall County School District seeks flexibility for the council to provide advice and recommendations for a school's program of choice. In addition, the district seeks flexibility in the response time by which the local board must respond to a school council recommendation. If there isn't enough interest by one stakeholder group to meet the minimum requirements for designated stakeholder groups as it is presently listed in the law, the district seeks flexibility in the composition of the school council so a school council can still be formed and operate.
School Councils	§20-2-86	The Hall County School District seeks flexibility for the council to provide advice and recommendations for a school's program of choice. In addition, the district seeks flexibility in the response time by which the local board must respond to a school council recommendation. If there isn't enough interest by one stakeholder group to meet the minimum requirements for designated stakeholder groups as it is presently listed in the law, the district seeks flexibility in the composition of the school council so a school council can still be formed and operate.
Health & Physical Education Program	160-4-2-.12	The Hall County School District seeks flexibility in the minimum number of contact physical education hours for students in elementary and middle schools, the establishment of a sex education and AIDS prevention program committee, annual fitness programs and reporting requirements (grades 1-12), and annual human sex trafficking awareness training (grades 6-12). The district works under the philosophy that the parent is the first "educator" in a child's life. We wish to maintain a parent's right to refuse his/her child's participation in some of these programs. In addition, the HCSD would like to continue using this waiver to integrate physical movement and healthy choices during instructional time to the benefit of students.

Statewide Passing Score	160-4-2-.13(2)(a)	The Hall County School District seeks flexibility in setting the minimum passing score. Dual Enrollment program requirements may set their passing score at 60 and we would like the opportunity to make flexible changes for parity.
Statewide Passing Score	160-4-2-.13(2)(c)	The Hall County School District seeks flexibility in setting the minimum passing score and the corresponding letter grade (if/when used). We would like the opportunity to make flexible changes to Grades 4-8 letter grades for parity with high school scoring.
Educational Program for Gifted Students	160-4-2-.38	The Hall County School District seeks flexibility to continue using innovative program models to serve gifted students. During COVID-19, we implemented an innovative online model for gifted elementary resource (with approval by the DOE). Although we would normally simply ask the GaDOE for approval of an innovative model, which is allowed when approved by the GaDOE, we wish to waive educational programming for gifted students in the event of something unforeseen that may require us to use this. The district chooses the class size limit for gifted delivery models per GaDOE guidance; however, if something should occur during the school year that requires us to go over our decided class size limit, we may need to waive this, but would still be serving gifted students. This waiver gives the district greater autonomy for schools to determine the delivery model to be implemented.
Graduation Requirements	160-4-2-.48	The Hall County School District seeks the flexibility to substitute equivalent or higher-level requirements for students who transfer from school systems who did not award credit for Carnegie courses completed and passed in middle school. For example, if a student has completed Algebra I in a private school or school district that does not recognize Carnegie courses, the Hall County School District could allow a higher level math course to substitute as the student's fourth math course graduation requirement.
Awarding Credit	160-5-1-.15	The Hall County School District seeks the flexibility to substitute equivalent or higher-level requirements for students who transfer from school systems who did not award credit for Carnegie courses completed and passed in middle school. For example, if a student has completed Algebra I in a private school or school district that does not recognize Carnegie courses, the Hall County School District could allow a higher level math course to substitute as the student's fourth math course graduation requirement.

Human Resources Flexibility Rationale:

The Hall County School District is in a suburban community approximately 50 miles northeast of Atlanta. The district employs over 3,000 certified and classified employees. As the number of candidates to fill certified and classified positions has decreased slightly over the years, the district has partnered with the University of North Georgia to develop two programs, RISE UP and TCRP, for current college students majoring in education to get experience in the field in Hall County Schools while earning an income. In addition, human resource flexibilities allow the district to fill the unique teaching positions needed to fill the teaching positions for the district's 37 programs of choice and magnet schools. The flexibility afforded through the waivers of the specific rules and laws pertaining to human resources will allow our district to continue pursuing innovative solutions to fill certified and classified positions with candidates whose backgrounds and experiences make them suitable for teaching or fulfilling the responsibilities of a certified role. Having quality personnel in classrooms and supporting the work of schools will help to increase student achievement in literacy and numeracy and prepare life-ready graduates.

HUMAN RESOURCES FLEXIBILITY		Implementation Details
School Day and Year for Students and Employees	§20-2-151	The Hall County School District seeks flexibility in the length of the school day and school year. In the event of significant changes in the tax digest (which may be impacted by pending 2% increase cap conversations and no such limit on the possible downturn), the district would seek flexibility with the number of instructional days in the school year and even the length of the school day.
School Day and Year for Students and Employees	§20-2-160(a)	The Hall County School District seeks flexibility in the date on which the count is taken. School districts can experience anomalies with regard to specific attendance. In the case of extreme attendance/enrollment variances, the count dates should be flexible.
Professional Learning	§20-2-167	The Hall County School District seeks flexibility in expanding the topics of professional learning beyond what the Professional Standards Commission designated. The Hall County Schools completes a needs assessment each year. School systems have varying needs and we would like to use data to drive the needs for our schools beyond the PSC expectations.
School Day and Year for Students and Employees	§20-2-168(c)	The Hall County School District seeks flexibility in the length of the school day and school year. In the event of significant changes in the tax digest (which may be impacted by pending 2% increase cap conversations and no such limit on the possible downturn), the district would seek flexibility with the number of instructional days in the school year and even the length of the school day.

Class-size and Reporting requirements	§20-2-182	The Hall County School District seeks flexibility in class sizes to adjust class sizes in specific grade levels or content areas as needed to best meet students' needs. Student achievement will increase because class sizes will be customized for the needs of students. In a district with over 28,000 students, student class sizes are subject to fluctuations - especially with schools with student enrollment numbers in the 400s and others closer to 1400. Allowing districts to have the ability to establish class size district averages can lead to increased flexibility by allowing the district to more easily distribute teachers to better reduce class size in intentional placements.
Certification Requirements	§20-2-200	The Hall County School District seeks flexibility in teacher certification to allow professionals from other fields (i.e., business, industry) to fill difficult-to-staff teaching positions (i.e., CTAE, dual language immersion) as they complete certification requirements. Student achievement will increase as teachers with professional experiences and rich language backgrounds can bring authentic experiences to classroom instruction. Professionals from industry provide expertise, knowledge, and skills to enhance instruction in multiple career pathways (i.e., Culinary, Manufacturing, Welding, Construction, Engineering, etc.). In addition, professionals fluent in multiple languages can bring rich language learning experiences for students in dual language immersion classrooms.
Certification Requirements	§20-2-201	The Hall County School District seeks flexibility in professional learning requirements. Professional Learning Communities are in place to provide professional learning for teachers based on identified needs. As professional learning can be customized, teachers' professional learning needs can be identified in such a way to better meet the needs of their students in order to improve student achievement.
Professional Learning	§20-2-204	The HCSD values the traditional preparation of school educators and support staff. The district also recognizes the additional value professional practitioners from non-traditional education preparation programs could add to classroom instruction and supports. Expanding employment practices to consider professional practitioners from the non-traditional teacher and paraprofessional preparation programs offers flexibility in hiring paraprofessionals to support classroom instruction. The Hall County School District seeks continuing flexibility in professional learning requirements for paraprofessionals. Professional Learning Communities are in place to provide professional learning for paraprofessionals based on identified needs. As professional learning can be customized, paraprofessionals' professional learning needs can be

		identified in such a way as to better meet the needs of their students in order to improve student achievement.
Certification Requirements	§20-2-204	The Hall County School District seeks flexibility with paraprofessional certification. For example, with this flexibility, a long-term substitute with a high school diploma, background check, and substitute teacher training could fill a paraprofessional position. Having someone, like a long-term substitute, who is familiar with the school setting could support students with instruction thus increasing student achievement.
Salary Schedule Requirements	§20-2-212	The Hall County School District seeks flexibility to add contract days to positions when needed (i.e. additional days for counselors, literacy coaches) for various positions. This flexibility might also be used in the event of an economic downturn. Flexibility with the number of contract days may help to attract and retain highly qualified applicants for difficult-to-fill positions.
Substitute Teachers requirements	§20-2-216	The Hall County School District seeks flexibility for substitute certification. There is a severe shortage of substitutes. This flexibility allows the district to use non-certified candidates to fill needs.
Employment, Conditions of Employment	§20-2-218	The Hall County School District seeks flexibility for duty free lunch and teacher planning periods. This flexibility allows schools the latitude to use resources where there is a lack of staffing and substitutes available as it pertains to the safety and order of the school. For example, if a school had to pull teachers to cover lunch or another classroom during their planning time. Maintaining safety and order in the school support an environment where student achievement can increase.
Personnel Required	160-5-1-.22	The Hall County School District seeks flexibility in personnel required. This flexibility might be used during an economic downturn or a shortage of qualified applicants. Innovative flexible models (i.e., using online staffing) might be used to meet requirements.

HUMAN RESOURCES FLEXIBILITY		Student Improvement Outcomes
Class-size and Reporting requirements	§20-2-182	Student achievement in literacy and numeracy will increase because class sizes will be customized for the needs of students. Flexibility to offer smaller class sizes where needed enables students to get more personalized attention from teachers to support their learning needs.
Certification Requirements	§20-2-200	Student achievement in literacy and numeracy will increase as teachers with professional experiences and rich language backgrounds can bring authentic

		experiences to classroom instruction. Professionals from business and industry are well-poised to bring real-life experiences to classroom instruction. In addition, they are familiar with the knowledge, and skills graduates need to be life-ready and prepared for college and career post-secondary options. Individuals with rich language backgrounds can support students in navigating numeracy and literacy skills in dual languages.
Certification Requirements	§20-2-201	By customizing professional learning, teachers' professional learning needs can be identified in such a way to better meet the needs of their students. Tailoring support for teachers with respect to the needs of their students can foster improved student achievement in literacy, numeracy, and student preparedness for post-secondary options.
Professional Learning	§20-2-204	As professional learning can be customized, paraprofessionals' professional learning needs can be identified in such a way as to better meet the needs of their students to improve student achievement in literacy, numeracy, and success as life-ready graduates. Paraprofessionals can offer students additional individualized learning support to help improve students' learning outcomes.
Certification Requirements	§20-2-204	Having someone, like a long-term substitute, who is familiar with the school setting could support students with instruction thus increasing student achievement in literacy and numeracy.
Employment, Conditions of Employment	§20-2-218	Maintaining safety and order in the school support an environment where student achievement in literacy and numeracy can increase. Order and safety allow learning to continue to be the focus of the school day, maximizing student learning time.

Financial Flexibility Rationale:

The Hall County School District serves 37 schools. The range of needs among each school varies widely. For example, free/reduced eligibility percentages vary from 25.70% to 97.33%. As such, flexibility with finance items affords the district to allocate school positions, resources, etc. based on identified students' needs. In addition, flexibility with finance items provides the district with options should an economic downturn happen again in the future. The flexibility afforded through the waivers of the specific rules and laws pertaining to financial items will allow our district to continue providing resources based on identified student needs to support increased student achievement in literacy and numeracy and prepare life-ready graduates.

FINANCIAL FLEXIBILITY	Implementation Details
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Scheduling for Instruction/Program Enrollment & Appropriations	§20-2-160	The Hall County School District seeks flexibility in the date on which the count is taken. School districts can experience anomalies with regard to specific attendance. In the case of extreme attendance/enrollment variances, the count dates should be flexible.
QBE Financing	§20-2-161	The Hall County School District seeks flexibility in the ratios used for teacher allocations related to the QBE model. This would allow the district flexibility to place teachers within our school system where needs arise and/or change. For example, if one high school is allotted four English teachers based on QBE, but there is not enough need at that school (due to dual enrollment), one of the teachers could be shifted to another school in the district where the need is a higher need (based on literacy rates and lack of dual enrollment).
Categorical Allotment requirements	§20-2-167	The Hall County School District seeks flexibility in allocating positions earned based on schools' needs. This would allow the district flexibility to place teachers within our school system where needs arise and/or change. For example, if one high school is allotted four English teachers based on QBE, but there is not enough need at that school (due to dual enrollment), one of the teachers could be shifted to another school in the district where the need is a higher need (based on literacy rates and lack of dual enrollment). In addition, the Hall County School District seeks flexibility in expanding the topics of professional learning beyond what the Professional Standards Commission designated. The Hall County Schools completes a needs assessment each year. School systems have varying needs and we would like to use data to drive the needs for our schools beyond the PSC expectations.
Direct Classroom Expenditure Control	§20-2-171	The Hall County School District seeks flexibility in the designated spending category percentages should an economic downturn arise.
Categorical Allotment requirements	§20-2-183	The Hall County District seeks flexibility in the use of funds for maintenance and operation of facilities. Should an economic downturn arise, flexibility in this area would give the district the latitude to make adjustments to spending on maintenance and operation of facilities.
Categorical Allotment requirements	§20-2-184	Hall County seeks flexibility in the use funds to pay for media specialist salaries, materials, and equipment. This flexibility might be used in the event of an economic downturn where the flexibility of funds to determine amounts between materials and equipment is needed and/or qualified personnel were unavailable to staff the position of a media specialist.

Categorical Allotment requirements	§20-2-185	Hall County seeks flexibility in using funds to pay for salaries of assistant principals and secretaries. This flexibility might be used in the event of an economic downturn where the flexibility in the number of contract days is needed and/or qualified staff were unavailable to staff the positions of assistant principals and secretaries.
Categorical Allotment requirements	§20-2-186	Hall County seeks flexibility in using funds to pay for salaries of superintendents, secretaries, accountants, nurses, and certain other personnel; eligibility of failing schools for funds. Hall County seeks flexibility in using funds to pay for salaries of assistant principals and secretaries. This flexibility might be used in the event of an economic downturn where the flexibility in the number of contract days is needed and/or qualified staff were unavailable to staff the positions of superintendents, secretaries, accountants, nurses, and certain other personnel.
Common Minimum Facility Requirements	§20-2-260	Hall County seeks flexibility in the minimum square footage requirements. For example, flexibility in square footage is needed when repurposing and/or updating CTAE labs from one CTAE program to a different CTAE program in an existing school facility.