

Strategic Waivers School System (SWSS/IE²) Partnership Contract

Come now the Whitfield 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 2015.

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 September 14, 2015, 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.
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, 2015 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. Louis Fordham, Chairman
Whitfield County Board of Education
1306 South Thornton Avenue
Dalton, GA 30720
Phone: 706-217-6723
Fax: 706-278-5042

Dr. Judy Gilreath, Superintendent
Whitfield County School District
1306 South Thornton Avenue
Dalton, GA 30720
Phone: 706-217-6723
Fax: 706-278-5042

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

Helen Odom Rice, Chairperson, State Board of Education

Richard Woods, State Superintendent of Schools

PUBLIC SCHOOL DISTRICT

Mr. Louis Fordham, Chairman, Whitfield County Board of Education

Dr. Judy Gilreath, Superintendent, Whitfield County Board of Education

**Table of Exhibits – Whitfield 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